

INTERNET
FORM NLRB-501
(2-06)UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER**DO NOT WRITE IN THIS SPACE**

Case

08-CA-212483

Date Filed

1-4-18

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer

Midwest Terminals of Toledo International, Inc.

b. Tel. No. (419) 698-8171

c. Cell No.

f. Fax No.

d. Address (Street, city, state, and ZIP code)

383 West Dussel Drive

Maumee, Ohio 43537

e. Employer Representative

(b) (6), (b) (7)(C)

g. e-Mail

(b) (6), (b) (7)(C) @midwestterminals.com

h. Number of workers employed
Approximately 50i. Type of Establishment (factory, mine, wholesaler, etc.)
Dockj. Identify principal product or service
Transportation

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) 8(a)(5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

Today, based solely on signatures on a decertification petition, the Employer has allegedly unilaterally withdrawn recognition of the Union, even though the Employer has engaged in unfair labor practices to undercut union support (see attached). By these acts and conduct, the Employer, by and through its officers, agents, and representatives has interfered with, restrained, and coerced, and is interfering with, restraining, and coercing its employees in the exercise of their rights to self-organization, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any or all such activities, which rights are guaranteed in Section 7 of the Act, in violation of Sections 8(a)(1) and/or 8(a)(5). As such violations pose a real danger of creating industrial unrest and/or of undermining employee support for the union, International Longshoremen's Association, Local 1982 requests relief under Section 10(j) of the Act.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)
International Longshoremen's Association, Local 1982

4a. Address (Street and number, city, state, and ZIP code)

2300 Ashland Avenue, Suite 225

Toledo, OH 43620

4b. Tel. No. (216) 210-2798

4c. Cell No. (216) 210-2798

4d. Fax No. (989) 423-0036

4e. e-Mail
acdvp@weyockey.com

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)
International Longshoremen's Association

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By



(signature of representative or person making charge)

Matthew T. Hurm, Esq.

(Print/type name and title or office, if any)

Tel. No. (216) 781-3600

Office, if any, Cell No.

Fax No. (216) 781-8839

e-Mail
hurm@fhplaw.com

Address 20445 Emerald Parkway Dr., Suite 210, Cleveland, OH 44135

01/03/2018
(date)**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)****PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 8
1240 E 9TH ST
STE 1695
CLEVELAND, OH 44199-2086

Agency Website: www.nlr.gov
Telephone: (216)522-3715
Fax: (216)522-2418



Download
NLRB
Mobile App

January 5, 2018

William E. Yockey, International Rep.
International Longshoremen's Association, Local #2000
2300 Ashland Ave
Ste 225
Toledo, OH 43620-1280

Re: Midwest Terminals of Toledo International,
Inc.
Case 08-CA-212483

Dear Mr. Yockey:

The charge that you filed in this case on January 04, 2018 has been docketed as case number 08-CA-212483. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Attorney KELLY FREEMAN whose telephone number is (216)303-7378. If this Board agent is not available, you may contact Supervisory Field Examiner NORA F. MCGINLEY whose telephone number is (216)303-7370.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, www.nlr.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. Because we seek to resolve labor disputes promptly, you should be ready to promptly present your affidavit(s) and other evidence. If you have not yet scheduled a date and time for the Board agent to take your affidavit, please contact the Board agent to schedule the affidavit(s). If you

January 5, 2018

fail to cooperate in promptly presenting your evidence, your charge may be dismissed without investigation.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

Prohibition on Recording Affidavit Interviews: It is the policy of the General Counsel to prohibit affiants from recording the interview conducted by Board agents when subscribing Agency affidavits. Such recordings may impede the Agency's ability to safeguard the confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.

Procedures: We strongly urge everyone to submit all documents and other materials by E-Filing (not e-mailing) through our website, www.nlrb.gov. However, the Agency will continue to accept timely filed paper documents. Please include the case name and number indicated above on all your correspondence regarding the charge. The Agency requests all evidence submitted electronically to be in the form it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format). If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, www.nlrb.gov or from an NLRB office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Midwest Terminals of Toledo International, - 3 -
Inc.
Case 08-CA-212483

January 5, 2018

Very truly yours,

A handwritten signature in black ink, reading "Allen Binstock". The signature is written in a cursive style with a large, stylized "A" and "B".

ALLEN BINSTOCK
Regional Director

cc: Matthew T Hurm, ESQ.
20445 Emerald Pkwy Ste 210
Cleveland, OH 44135-6029



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

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1240 E 9TH ST
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Fax: (216)522-2418



Download
NLRB
Mobile App

January 5, 2018

(b) (6), (b) (7)(C)

Midwest Terminal of Toledo International, INC.
383 W Dussel Dr
Maumee, OH 43537-1677

Re: Midwest Terminals of Toledo International,
Inc.
Case 08-CA-212483

Dear (b) (6), (b) (7)(C)

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

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Presentation of Your Evidence: We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly. **Due to the nature of the allegations in the enclosed unfair labor practice charge, we have identified this case as one in which injunctive relief pursuant to Section 10(j) of the Act may be appropriate.** Therefore, in addition to investigating the merits of the unfair labor practice

January 5, 2018

allegations, the Board agent will also inquire into those factors relevant to making a determination as to whether or not 10(j) injunctive relief is appropriate in this case. Accordingly, please include your position on the appropriateness of Section 10(j) relief when you submit your evidence relevant to the investigation.

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent, and providing all relevant documentary evidence requested by the Board agent. Sending us your written account of the facts and a statement of your position is not enough to be considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

In addition, either you or your representative must complete the enclosed Commerce Questionnaire to enable us to determine whether the NLRB has jurisdiction over this dispute. If you recently submitted this information in another case, or if you need assistance completing the form, please contact the Board agent.

We will not honor any request to place limitations on our use of position statements or evidence beyond those prescribed by the Freedom of Information Act and the Federal Records Act. Thus, we will not honor any claim of confidentiality except as provided by Exemption 4 of FOIA, 5 U.S.C. Sec. 552(b)(4), and any material you submit may be introduced as evidence at any hearing before an administrative law judge. We are also required by the Federal Records Act to keep copies of documents gathered in our investigation for some years after a case closes. Further, the Freedom of Information Act may require that we disclose such records in closed cases upon request, unless there is an applicable exemption. Examples of those exemptions are those that protect confidential financial information or personal privacy interests.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

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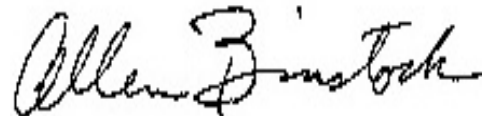
January 5, 2018

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We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink, reading "Allen Binstock". The signature is written in a cursive, flowing style.

ALLEN BINSTOCK
Regional Director

Enclosures:

1. Copy of Charge
2. Commerce Questionnaire

NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

Midwest Terminals of Toledo International, Inc.,

Employer,

and

International Longshoremen's Assn., Local 1982,

Union.

CASE 08-CA-212483

☒ REGIONAL DIRECTOR

☐ EXECUTIVE SECRETARY
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

☐ GENERAL COUNSEL
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF _____
Midwest Terminals of Toledo International, Inc.

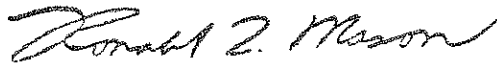
IN THE ABOVE-CAPTIONED MATTER.

CHECK THE APPROPRIATE BOX(ES) BELOW:

☒ REPRESENTATIVE IS AN ATTORNEY

☐ IF REPRESENTATIVE IS AN ATTORNEY, IN ORDER TO ENSURE THAT THE PARTY MAY RECEIVE COPIES OF CERTAIN DOCUMENTS OR CORRESPONDENCE FROM THE AGENCY IN ADDITION TO THOSE DESCRIBED BELOW, THIS BOX MUST BE CHECKED. IF THIS BOX IS NOT CHECKED, THE PARTY WILL RECEIVE ONLY COPIES OF CERTAIN DOCUMENTS SUCH AS CHARGES, PETITIONS AND FORMAL DOCUMENTS AS DESCRIBED IN SEC. 11842.3 OF THE CASEHANDLING MANUAL.

(REPRESENTATIVE INFORMATION)

NAME: Ronald L. Mason, Esq.
MAILING ADDRESS: Mason Law Firm Co., L.P.A., P. O. Box 398, Dublin, OH 43017-0398
E-MAIL ADDRESS: rmason@maslawfirm.com
OFFICE TELEPHONE NUMBER: 614-734-9454
CELL PHONE NUMBER: _____ FAX: 614-734-9451
SIGNATURE: 
(Please sign in ink.)
DATE: 2/22/18

¹ IF CASE IS PENDING IN WASHINGTON AND NOTICE OF APPEARANCE IS SENT TO THE GENERAL COUNSEL OR THE EXECUTIVE SECRETARY, A COPY SHOULD BE SENT TO THE REGIONAL DIRECTOR OF THE REGION IN WHICH THE CASE WAS FILED SO THAT THOSE RECORDS WILL REFLECT THE APPEARANCE.

NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

Midwest Terminals of Toledo International, Inc.,

Employer,

and
International Longshoremen's Assn., Local 1982,

Union.

CASE 08-CA-212483

☒ REGIONAL DIRECTOR

☐ EXECUTIVE SECRETARY
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

☐ GENERAL COUNSEL
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF _____
Midwest Terminals of Toledo International, Inc.

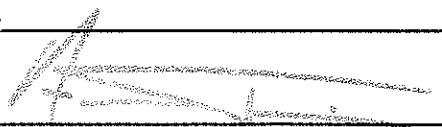
IN THE ABOVE-CAPTIONED MATTER.

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(REPRESENTATIVE INFORMATION)

NAME: Aaron T. Tulencik, Esq.	
MAILING ADDRESS: Mason Law Firm Co., L.P.A., P. O. Box 398, Dublin, OH 43017-0398	
E-MAIL ADDRESS: atulencik@maslawfirm.com	
OFFICE TELEPHONE NUMBER: 614-734-9442	
CELL PHONE NUMBER:	FAX: 614-734-9451
SIGNATURE: 	
DATE: (Please sign in ink.) 2/22/18	

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NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

Midwest Terminals of Toledo International, Inc.

and

International Longshoremen's Association, Local 1982

CASE 08-CA-212483

☒ REGIONAL DIRECTOR

☐ EXECUTIVE SECRETARY
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

☐ GENERAL COUNSEL
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF _____
International Longshoremen's Association, Local 1982


IN THE ABOVE-CAPTIONED MATTER.

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(REPRESENTATIVE INFORMATION)

NAME: Joseph D. Mando	
MAILING ADDRESS: 20445 Emerald Parkway Drive, Suite 210, Cleveland, Ohio 44135-6029	
E-MAIL ADDRESS: mando@fhplaw.com	
OFFICE TELEPHONE NUMBER: (216) 781-3600	
CELL PHONE NUMBER:	FAX: (216) 781-8839
SIGNATURE: 	
DATE: 04/05/2018 <small>(Please sign in ink.)</small>	

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NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

Midwest Terminals of Toledo International, Inc.

and

International Longshoremen's Association, Local 1982

CASE 08-CA-212483

☐ REGIONAL DIRECTOR

☐ EXECUTIVE SECRETARY
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

☒ GENERAL COUNSEL
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF _____

International Longshoremen's Association, Local 1982

IN THE ABOVE-CAPTIONED MATTER.

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(REPRESENTATIVE INFORMATION)

NAME: Jonah D. Grabelsky

MAILING ADDRESS: 20445 Emerald Parkway Drive, Suite 210, Cleveland, Ohio 44135-6029

E-MAIL ADDRESS: grabelsky@fhplaw.com

OFFICE TELEPHONE NUMBER: (216) 781-3600

CELL PHONE NUMBER: _____ FAX: (216) 781-8839

SIGNATURE: _____

(Please sign in ink.)

DATE: _____

December 2, 2019

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Principal:

Ronald L. Mason 614 734 9454



Shareholder:

Aaron T. Tifencik 614 734 9442

January 3, 2018

**SENT VIA FAX 989-423-0036 and
EMAIL acdvp@weyockey.com-email**
Mr. William E. Yockey, ILA, VP
Trustee, ILA Local No. 1982
International Longshoremen's Assn.
106 W. Lewis Street
Alpena, MI 49707

Re: Withdrawal of Recognition of Local 1982,
International Longshoremen's Assn.

Dear Mr. Yockey:

This letter is to advise you that my client received a written petition, signed by a majority of the employees of the bargaining unit, that they no longer desire union representation. My client compared the signatures on the petition to Company personnel files and determined that all the signatures are genuine. Therefore, it is clear that your Union no longer represents a majority of the employees at Midwest Terminals of Toledo International, Inc.

As you know, it is an unfair labor practice under Section 8(a)(2) of the National Labor Relations Act for a Company to recognize any union that only represents a minority of the bargaining unit employees. Accordingly, I am hereby giving you notice that effective immediately we have withdrawn recognition from your Union.

The collective bargaining agreement expired years ago and those terms and conditions are now no longer in effect. Further, my client no longer has an obligation to bargain with your Union over any changes to the terms and conditions of employment. Effective immediately, this relationship with your Union is now terminated.

Very truly yours,

Ronald L. Mason

Ronald L. Mason

Cc: Midwest Terminals of Toledo International, Inc.

From: [Matthew Hurm](#)
To: [Freeman, Kelly](#)
Subject: Charge w/ Attachment
Date: Monday, January 8, 2018 10:51:32 AM
Attachments: [Withdrawal of Recognition Charge 01-03-18 \(w attachment\).pdf](#)

Matthew T. Hurm, Esq.
FAULKNER, HOFFMAN & PHILLIPS, LLC
20445 Emerald Parkway Drive, Ste. 210
Cleveland, Ohio 44135-6029
Direct Dial: 216.453.0586.
Main: 216.781.3600.
Fax: 216.781.8839.
hurm@fhplaw.com

The information contained in this email is attorney-client privileged and the confidential information is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone, and return the original message to us at the above address via the U.S. Postal Service.

Please Review the Following
Important Information
Before Filling Out a Charge Form!

- Please call an Information Officer in the Regional Office nearest you for assistance in filing a charge. The Information Officer will be happy to answer your questions about the charge form or to draft the charge on your behalf. Seeking assistance from an Information Officer may help you to avoid having the processing of your charge delayed or your charge dismissed because of mistakes made in completing the form.
- Please be advised that not every workplace action that you may view as unfair constitutes an unfair labor practice within the jurisdiction of the National Labor Relations Act (NLRA). Please click on the Help Desk button for more information on matters covered by the NLRA.
- The section of the charge form called, "Basis of Charge," seeks only a brief description of the alleged unfair labor practice. You should **NOT** include a detailed recounting of the evidence in support of the charge or a list of the names and telephone numbers of witnesses.
- After completing the charge form, be sure to sign and date the charge and mail or deliver the completed form to the appropriate Regional Office.
- A charge should be filed with the Regional Office which has jurisdiction over the geographic area of the United States where the unfair labor practice occurred. For example, an unfair labor practice charge alleging that an employer unlawfully discharged an employee would usually be filed with the Regional Office having jurisdiction over the worksite where the employee was employed prior to his/her discharge. An Information Officer will be pleased to assist you in locating the appropriate Regional Office in which to file your charge.
- The NLRB's Rules and Regulations state that it is the responsibility of the individual, employer or union filing a charge to timely and properly serve a copy of the charge on the person, employer or union against whom such charge is made.
- By statute, only charges filed and served within **six (6) months** of the date of the event or conduct, which is the subject of that charge, will be processed by the NLRB.

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case

Date Filed

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

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383 West Dussel Drive

Maumee, Ohio 43537

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(b) (6), (b) (7)(C)

g. e-Mail

(b) (6), (b) (7)(C) @midwestterminals.com

h. Number of workers employed
Approximately 50

i. Type of Establishment (factory, mine, wholesaler, etc.)
Dock

j. Identify principal product or service
Transportation

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) 8(a)(5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

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2300 Ashland Avenue, Suite 225

Toledo, OH 43620

4b. Tel. No. (216) 210-2798

4c. Cell No. (216) 210-2798

4d. Fax No. (989) 423-0036

4e. e-Mail
acdvp@weyockey.com

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)
International Longshoremen's Association

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By



Matthew T. Hurm, Esq.

(signature of representative or person making charge)

(Print/type name and title or office, if any)

Tel. No. (216) 781-3600

Office, if any, Cell No.

Fax No. (216) 781-8839

e-Mail
hurm@fhplaw.com

Address 20445 Emerald Parkway Dr., Suite 210, Cleveland, OH 44135

01/03/2018
(date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

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Principal:
Ronald L. Mason 614 734 9454



Shareholder:
Aaron T. Tifencik 614 734 9442

January 3, 2018

**SENT VIA FAX 989-423-0036 and
EMAIL acdvp@weyockey.com-email**
Mr. William E. Yockey, ILA, VP
Trustee, ILA Local No. 1982
International Longshoremen's Assn.
106 W. Lewis Street
Alpena, MI 49707

Re: Withdrawal of Recognition of Local 1982,
International Longshoremen's Assn.

Dear Mr. Yockey:

This letter is to advise you that my client received a written petition, signed by a majority of the employees of the bargaining unit, that they no longer desire union representation. My client compared the signatures on the petition to Company personnel files and determined that all the signatures are genuine. Therefore, it is clear that your Union no longer represents a majority of the employees at Midwest Terminals of Toledo International, Inc.

As you know, it is an unfair labor practice under Section 8(a)(2) of the National Labor Relations Act for a Company to recognize any union that only represents a minority of the bargaining unit employees. Accordingly, I am hereby giving you notice that effective immediately we have withdrawn recognition from your Union.

The collective bargaining agreement expired years ago and those terms and conditions are now no longer in effect. Further, my client no longer has an obligation to bargain with your Union over any changes to the terms and conditions of employment. Effective immediately, this relationship with your Union is now terminated.

Very truly yours,

Ronald L. Mason

Ronald L. Mason

Cc: Midwest Terminals of Toledo International, Inc.

**FAULKNER, HOFFMAN
& PHILLIPS, LLC**

ATTORNEYS AT LAW

MATTHEW T. HURM
DIRECT: 216.453.0586
MAIN: 216.781.3600
FAX: 216.781.8839
Hurm@fhplaw.com

January 4, 2018

SENT VIA EMAIL AT rmason@maslawfirm.com & FIRST-CLASS U.S. MAIL

Ronald L. Mason
Mason Law Firm, Co., LPA
P.O. Box 398
Dublin, Ohio 43017

Re: Midwest's Unlawful Unilateral Alleged Withdrawal of Recognition

Dear Mr. Mason:

International Longshoremen's Association, Local 1982 ("ILA 1982") is in receipt of your letter dated January 3, 2018 in which Midwest Terminals of Toledo International, Inc. ("Midwest") allegedly withdrew recognition from ILA 1982. Your letter is ineffective and an unfair labor practice as Midwest is incapable of withdrawing recognition due to its repeated, ongoing, and unremedied unfair labor practices.

Where an employer engages in unfair labor practices which undermine the relationship between an employer's employees and their union, the decertification petitions will be found to have been tainted by the employer's unfair labor practices. *Hearst Corp.*, 281 NLRB 764 (1986). The employer, consequently, will be precluded from relying on the tainted petition as a basis for questioning the union's continued majority status and withdrawing recognition from that labor organization. *Id.* In *Hearst*, the National Labor Relations Board ("Board") found it significant that the petition was filed during or after ongoing unfair labor practices and that the employer's unlawful conduct sought to undermine the relationship between its employees and their union.

As you are no doubt aware, the Board has found Midwest repeatedly guilty of unfair labor practices. In *Midwest Terminals of Toledo*, 365 NLRB No. 157 (Dec. 15, 2017), *Midwest Terminals of Toledo*, 365 NLRB No. 158 (Dec. 15, 2017), and *Midwest Terminals of Toledo*, 365 NLRB No. 159 (Dec. 15, 2017), Midwest was found guilty of several unfair labor practices under Section 8(a)(1), (3), and (5) of the National Labor Relations Act ("Act") including unilateral changes to the contract between the parties, discrimination against union members, and otherwise interfering with, restraining, and coercing employees in exercising their rights under the Act. These actions were taken by Midwest for the purpose of causing employee disaffection with their union.

Ronald L. Mason
Page 2 of 2
January 4, 2018

Where, as here, an employer engages in unlawful activity aimed specifically at causing employee disaffection with their union, its misconduct will bar any reliance on an expression of disaffection by its employees. *Hearst Corp.*, 281 NLRB 764, 765 (1986).

Furthermore, Midwest is fully aware that it is under investigation for over a dozen different alleged unfair labor practices including anti-union animus in discipline, hiring, working assignments, training assignments, and facilities access, bad faith bargaining due the Midwest's refusal to meet and confer, its unlawful insistence upon removing the union security clause, and its attempt to coerce ILA 1982 from, and interfere with, its selecting individuals to serve as its lawful representatives at the bargaining table. This only begins to cover the dozen or more ongoing investigations of Midwest for its unlawful and discriminatory actions in an attempt to undercut ILA 1982.

There is utterly no chance the Board will find your alleged withdrawal of recognition as lawful. Instead the Board will unquestionably find your alleged withdrawal of recognition as another in a long list of unfair labor practices in which your client has been found guilty.

Yesterday, ILA 1982 filed a charge with Region 8 of the Board regarding your January 3, 2018 letter. This unfair labor practice charge is enclosed herein. While ILA 1982's charge will no doubt be successful under Board precedent, it does not wish for another investigation and hearing inevitably leading to your client being found liable for another large sum of money. Instead, if Midwest revokes your ill-advised, unilateral, and unlawful alleged withdrawal of recognition, ILA 1982 will agree to withdraw its unfair labor practice charge.

If you have further questions, please do not hesitate to contact the undersigned.

Very truly yours,



Matthew T. Hurm, Esq.

Encl.

MTH (b) (5), (b) (7)

cc: William E. Yockey, Trustee ILA Local 1982
John D. Baker, Jr., President, GLDC ILA
Joseph C. Hoffman, Jr., Esq.
Joseph D. Mando, Esq.

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

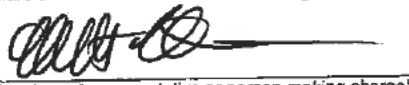
DO NOT WRITE IN THIS SPACE

Case

Date Filed

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT	
a. Name of Employer Midwest Terminals of Toledo International, Inc.	b. Tel. No. (419) 698-8171
	c. Cell No.
	f. Fax No.
d. Address (Street, city, state, and ZIP code) 383 West Dussel Drive Maumee, Ohio 43537	e. Employer Representative (b) (6), (b) (7)(C)
	g. e-Mail (b) (6), (b) (7) @midwestterminals.com
	h. Number of workers employed Approximately 50
i. Type of Establishment (factory, mine, wholesaler, etc.) Dock	j. Identify principal product or service Transportation
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) 8(a)(5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.	
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) Today, based solely on signatures on a decertification petition, the Employer has allegedly unilaterally withdrawn recognition of the Union, even though the Employer has engaged in unfair labor practices to undercut union support (see attached). By these acts and conduct, the Employer, by and through its officers, agents, and representatives has interfered with, restrained, and coerced, and is interfering with, restraining, and coercing its employees in the exercise of their rights to self-organization, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any or all such activities, which rights are guaranteed in Section 7 of the Act, in violation of Sections 8(a)(1) and/or 8(a)(5). As such violations pose a real danger of creating industrial unrest and/or of undermining employee support for the union, International Longshoremen's Association, Local 1982 requests relief under Section 10(j) of the Act.	
3. Full name of party filing charge (if labor organization, give full name, including local name and number) International Longshoremen's Association, Local 1982	
4a. Address (Street and number, city, state, and ZIP code) 2300 Ashland Avenue, Suite 225 Toledo, OH 43620	4b. Tel. No. (216) 210-2798
	4c. Cell No. (216) 210-2798
	4d. Fax No. (989) 423-0036
	4e. e-Mail acdvp@weyockey.com
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) International Longshoremen's Association	
6. DECLARATION	
I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.	
By  (signature of representative or person making charge)	Matthew T. Hurm, Esq. (Print/type name and title or office, if any)
Tel. No. (216) 781-3600	
Office, if any, Cell No.	
Fax No. (216) 781-8839	
e-Mail hurm@fhplaw.com	
Address 20445 Emerald Parkway Dr., Suite 210, Cleveland, OH 44135	01/03/2018 (date)

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PRIVACY ACT STATEMENT

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Principal:

Ronald L. Mason 614 734 9454



Shareholder:

Aaron T. Tulencik 614 734 9442

January 3, 2018

**SENT VIA FAX 989-423-0036 and
EMAIL acdvp@weyockey.com-email**
Mr. William E. Yockey, ILA, VP
Trustee, ILA Local No. 1982
International Longshoremen's Assn.
106 W. Lewis Street
Alpena, MI 49707

Re: Withdrawal of Recognition of Local 1982,
International Longshoremen's Assn.

Dear Mr. Yockey:

This letter is to advise you that my client received a written petition, signed by a majority of the employees of the bargaining unit, that they no longer desire union representation. My client compared the signatures on the petition to Company personnel files and determined that all the signatures are genuine. Therefore, it is clear that your Union no longer represents a majority of the employees at Midwest Terminals of Toledo International, Inc.

As you know, it is an unfair labor practice under Section 8(a)(2) of the National Labor Relations Act for a Company to recognize any union that only represents a minority of the bargaining unit employees. Accordingly, I am hereby giving you notice that effective immediately we have withdrawn recognition from your Union.

The collective bargaining agreement expired years ago and those terms and conditions are now no longer in effect. Further, my client no longer has an obligation to bargain with your Union over any changes to the terms and conditions of employment. Effective immediately, this relationship with your Union is now terminated.

Very truly yours,

Ronald L. Mason

Ronald L. Mason

Cc: Midwest Terminals of Toledo International, Inc.

From: [Matthew Hurm](#)
To: [Freeman, Kelly](#)
Subject: Letter to Midwest
Date: Monday, January 8, 2018 11:06:10 AM
Attachments: [Letter to Midwest re per se ULP Withdrawal of Recognition 01-04-18.pdf](#)

Matthew T. Hurm, Esq.
FAULKNER, HOFFMAN & PHILLIPS, LLC
20445 Emerald Parkway Drive, Ste. 210
Cleveland, Ohio 44135-6029
Direct Dial: 216.453.0586.
Main: 216.781.3600.
Fax: 216.781.8839.
hurm@fhplaw.com

The information contained in this email is attorney-client privileged and the confidential information is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone, and return the original message to us at the above address via the U.S. Postal Service.

**FAULKNER, HOFFMAN
& PHILLIPS, LLC**
ATTORNEYS AT LAW

MATTHEW T. HURM
DIRECT: 216.453.0586
MAIN: 216.781.3600
FAX: 216.781.8839
Hurm@fhplaw.com

January 4, 2018

SENT VIA EMAIL AT rmason@maslawfirm.com & FIRST-CLASS U.S. MAIL

Ronald L. Mason
Mason Law Firm, Co., LPA
P.O. Box 398
Dublin, Ohio 43017

Re: Midwest's Unlawful Unilateral Alleged Withdrawal of Recognition

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Ronald L. Mason
Page 2 of 2
January 4, 2018

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If you have further questions, please do not hesitate to contact the undersigned.

Very truly yours,



Matthew T. Hurm, Esq.

Encl.

MTH (b) (6), (b) (7)

cc: William E. Yockey, Trustee ILA Local 1982
John D. Baker, Jr., President, GLDC ILA
Joseph C. Hoffman, Jr., Esq.
Joseph D. Mando, Esq.

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

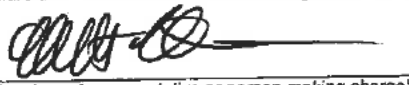
DO NOT WRITE IN THIS SPACE

Case

Date Filed

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT	
a. Name of Employer Midwest Terminals of Toledo International, Inc.	b. Tel. No. (419) 698-8171 c. Cell No. f. Fax No.
d. Address (Street, city, state, and ZIP code) 383 West Dussel Drive Maumee, Ohio 43537	e. Employer Representative (b) (6), (b) (7)(C) g. e-Mail (b) (6), (b) (7) @midwestterminals.com h. Number of workers employed Approximately 50
i. Type of Establishment (factory, mine, wholesaler, etc.) Dock	j. Identify principal product or service Transportation
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) 8(a)(5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.	
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3. Full name of party filing charge (if labor organization, give full name, including local name and number) International Longshoremen's Association, Local 1982	
4a. Address (Street and number, city, state, and ZIP code) 2300 Ashland Avenue, Suite 225 Toledo, OH 43620	4b. Tel. No. (216) 210-2798 4c. Cell No. (216) 210-2798 4d. Fax No. (989) 423-0036 4e. e-Mail acdvp@weyockey.com
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) International Longshoremen's Association	
6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief. By  Matthew T. Hurm, Esq. (signature of representative or person making charge) (Print/type name and title or office, if any)	
Tel. No. (216) 781-3600 Office, if any, Cell No. Fax No. (216) 781-8839 e-Mail hurm@fhplaw.com	
Address 20445 Emerald Parkway Dr., Suite 210, Cleveland, OH 44135 01/03/2018 (date)	

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Principal:

Ronald L. Mason 614 734 9454



Shareholder:

Aaron T. Tulencik 614 734 9442

January 3, 2018

**SENT VIA FAX 989-423-0036 and
EMAIL acdvp@weyockey.com-email**
Mr. William E. Yockey, ILA, VP
Trustee, ILA Local No. 1982
International Longshoremen's Assn.
106 W. Lewis Street
Alpena, MI 49707

Re: Withdrawal of Recognition of Local 1982,
International Longshoremen's Assn.

Dear Mr. Yockey:

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As you know, it is an unfair labor practice under Section 8(a)(2) of the National Labor Relations Act for a Company to recognize any union that only represents a minority of the bargaining unit employees. Accordingly, I am hereby giving you notice that effective immediately we have withdrawn recognition from your Union.

The collective bargaining agreement expired years ago and those terms and conditions are now no longer in effect. Further, my client no longer has an obligation to bargain with your Union over any changes to the terms and conditions of employment. Effective immediately, this relationship with your Union is now terminated.

Very truly yours,

Ronald L. Mason

Ronald L. Mason

Cc: Midwest Terminals of Toledo International, Inc.

From: [Matthew Hurm](#)
To: [Freeman, Kelly](#)
Subject: FW: Meeting Dates
Date: Thursday, January 11, 2018 2:58:35 PM
Attachments: [image003.jpg](#)
[2018-01-03 - Withdrawal of Recognition Letter to Yockey..pdf](#)

FYI, see below. And Mr. Mason attached to his email the same letter I attached to this email.

Matthew T. Hurm, Esq.
FAULKNER, HOFFMAN & PHILLIPS, LLC
20445 Emerald Parkway Drive, Ste. 210
Cleveland, Ohio 44135-6029
Direct Dial: 216.453.0586.
Main: 216.781.3600.
Fax: 216.781.8839.
hurm@fhplaw.com

The information contained in this email is attorney-client privileged and the confidential information is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone, and return the original message to us at the above address via the U.S. Postal Service.

From: Ron Mason [<mailto:rmason@maslawfirm.com>]
Sent: Thursday, January 11, 2018 2:40 PM
To: acdvp@weyockey.com
Cc: (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) @fmcs.gov; Aaron Tulencik <atulencik@maslawfirm.com>
Subject: RE: Meeting Dates

My response, as you already know, was in the attached letter.

No need to play silly games with me.

Or the Federal Mediator.



Ronald L. Mason | Mason Law Firm Co., L.P.A. | P.O. Box 398 | Dublin, Ohio 43017
P 614.734.9454 | F 614.734.9451 | rmason@maslawfirm.com | www.maslawfirm.com

*****NOTICE from Mason Law Firm, Co., LPA*****

This message may be protected by the attorney-client privilege. If you believe that it has been sent to you in error, do not read, print or forward it. Please reply to the sender that you have received the message in error. Then delete it. Thank you.

IRS Circular 230 Disclosure: To ensure compliance with requirements imposed by the IRS, we inform you that any tax advice contained in this communication (including any attachments) was not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein. Thank you.

From: acdvp@weyockey.com [<mailto:acdvp@weyockey.com>]

Sent: Thursday, January 11, 2018 2:22 PM

To: Ron Mason <rmason@maslawfirm.com>

Cc: (b) (6), (b) (7)(C) ^{(b) (6), (b) (7)(C)} [@fmcs.gov](mailto:fmcs.gov)

Subject: Meeting Dates

Mr. Mason & (b) (6), (b) (7)(C)

As per our conversation at the last negotiations (Dec 5, 2017), the Union proposes the following dates for future negotiations, Jan 25, and Jan 31, 2018 let me know of availability.

William E. Yockey
Trustee ILA Local #1982
2300 Ashland Ave. Suite 225
Toledo, Ohio 43620-1280

216-210-2798 cell
989-423-0036 fax
acdvp@weyockey.com Email



January 3, 2018

**SENT VIA FAX 989-423-0036 and
EMAIL acdvp@weyockey.com-email**

Mr. William E. Yockey, ILA, VP
Trustee, ILA Local No. 1982
International Longshoremen's Assn.
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Very truly yours,

Ronald L. Mason

Ronald L. Mason

Cc: Midwest Terminals of Toledo International, Inc.

TX Result Report

01,
Serial No. A

Addressee	Start Time	Time	Prints	Result	Note
19894230036	01-03 13:47	00:00:41	001/001	OK	

Note TMR:Timer TX, POL:Polling, ORG:Original Size Setting, FME:Frame Erase TX,
DPG:Page Separation TX, MIX:Mixed Original TX, CALL:Manual TX, CSAC:CSAC,
FWD:Forward, PC:PC-FAX, BND:Double-Sided Binding Direction, SP:Special Original,
FCODE:F-code, RTX:Re-TX, RLY:Relay, MBX:Confidential, BUL:Bulletin, SIP:SIP Fax,
IPADR:IP Address Fax, I-FAX:Internet Fax

Result OK: Communication OK, S-OK: Stop Communication, PW-OFF: Power Switch OFF,
TEL: RX from TEL, NG: Other Error, CONT: Continue, No Ans: No Answer,
Refuse: Receipt Refused, Busy: Busy, M-Full:Memory Full, LOVR:Receiving length Over,
POVR:Receiving page Over, FIL:File Error, DC:Decode Error, MDN:MDN Response Error,
DSN:DSN Response Error, PRINT:Compulsory Memory Document Print,
DEL:Compulsory Memory Document Delete, SEND:Compulsory Memory Document Send.

Principal:
Ronald L. Mason 614 734 9454



Shareholder:
Aaron T. Tulencik 614 734 9442

January 3, 2018

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International Longshoremens's Assn.

Dear Mr. Yockey:

This letter is to advise you that my client received a written petition, signed by a majority of the employees of the bargaining unit, that they no longer desire union representation. My client compared the signatures on the petition to Company personnel files and determined that all the signatures are genuine. Therefore, it is clear that your Union no longer represents a majority of the employees at Midwest Terminals of Toledo International, Inc.

As you know, it is an unfair labor practice under Section 8(a)(2) of the National Labor Relations Act for a Company to recognize any union that only represents a minority of the bargaining unit employees. Accordingly, I am hereby giving you notice that effective immediately we have withdrawn recognition from your Union.

The collective bargaining agreement expired years ago and those terms and conditions are now no longer in effect. Further, my client no longer has an obligation to bargain with your Union over any changes to the terms and conditions of employment. Effective immediately, this relationship with your Union is now terminated.

Very truly yours,

Ronald L. Mason

Ronald L. Mason

Cc: Midwest Terminals of Toledo International, Inc.

MIDWEST TERMINALS NEWS

[REDACTED]

March 6, 2018

We have now entered a new working relationship with you and all the Facility 1 dock workers. Midwest can do this because we received a petition signed by a majority of you stating that you no longer want ILA Local 1982 Union to represent you. In response, we terminated that relationship.

With the ILA Union in place, we were required to negotiate a contract for any change in your wages and benefits – **including changes that benefit you**. As you know, we were in negotiations with ILA Local 1982 for years and reached no agreement. As a result, there were no changes to your pay and benefits.

Now that we are free from these restrictions, **effective February 25, 2018 there will be a one dollar an hour across the board pay raise for all classifications**. You will see this raise in your paycheck on March 9, 2018.

If you have any questions regarding this change, please feel free to contact (b) (6), (b) (7)(C) at (b) (6), (b) (7)(C) Facility 1 office.

The NLRB just filed a new complaint against ILA Local 1982 for discriminating against many of you. A copy is attached. Sadly, ILA Local 1982 continues to threaten the Port Authority about stopping ships from docking at our Port.

ILA Local 1982 does not care that it hurts YOU when they delay and deny ships from moving in and out of Toledo.

Let's all work towards a safe and productive 2018 shipping season.

Sincerely, (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

From: [Matthew Hurm](#)
To: [Freeman, Kelly](#)
Subject: Midwest Letter Giving Raise and Denying Union Recognition
Date: Wednesday, March 7, 2018 10:30:42 AM
Attachments: [Midwest Letter to Employees 03-06-18.pdf](#)

Kelly:

Attached to this email is a letter sent to Midwest employees. We just received a copy. I redacted the recipient. Please let me know if you have any questions.

Very truly yours,

Matthew T. Hurm, Esq.
FAULKNER, HOFFMAN & PHILLIPS, LLC
20445 Emerald Parkway Drive, Ste. 210
Cleveland, Ohio 44135-6029
Direct Dial: 216.453.0586.
Main: 216.781.3600.
Fax: 216.781.8839.
hurm@fhplaw.com

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MIDWEST TERMINALS NEWS

[REDACTED]

March 6, 2018

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ILA Local 1982 does not care that it hurts YOU when they delay and deny ships from moving in and out of Toledo.

Let's all work towards a safe and productive 2018 shipping season.

Sincerely, (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

From: [Matthew Hurm](#)
To: [Freeman, Kelly](#)
Subject: RE: Midwest Letter Giving Raise and Denying Union Recognition
Date: Wednesday, March 7, 2018 10:34:22 AM

Kelly:

I meant to mention in the last email that the letter is evidence in support of both Midwest's unlawful unilateral withdrawal of recognition and its bad faith bargaining.

Very truly yours,

Matthew T. Hurm, Esq.
FAULKNER, HOFFMAN & PHILLIPS, LLC
20445 Emerald Parkway Drive, Ste. 210
Cleveland, Ohio 44135-6029
Direct Dial: 216.453.0586.
Main: 216.781.3600.
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From: Matthew Hurm
Sent: Wednesday, March 7, 2018 10:30 AM
To: 'Freeman, Kelly' <Kelly.Freeman@nlrb.gov>
Subject: Midwest Letter Giving Raise and Denying Union Recognition

Kelly:

Attached to this email is a letter sent to Midwest employees. We just received a copy. I redacted the recipient. Please let me know if you have any questions.

Very truly yours,

Matthew T. Hurm, Esq.
FAULKNER, HOFFMAN & PHILLIPS, LLC
20445 Emerald Parkway Drive, Ste. 210
Cleveland, Ohio 44135-6029
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Main: 216.781.3600.
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MIDWEST TERMINALS NEWS

(b) (6), (b) (7)(C)

March 6, 2018

We have now entered a new working relationship with you and all the Facility 1 dock workers. Midwest can do this because we received a petition signed by a majority of you stating that you no longer want ILA Local 1982 Union to represent you. In response, we terminated that relationship.

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If you have any questions regarding this change, please feel free to contact (b) (6), (b) (7)(C) at (b) (6), (b) (7)(C) Facility 1 office.

The NLRB just filed a new complaint against ILA Local 1982 for discriminating against many of you. A copy is attached. Sadly, ILA Local 1982 continues to threaten the Port Authority about stopping ships from docking at our Port.

ILA Local 1982 does not care that it hurts YOU when they delay and deny ships from moving in and out of Toledo.

Let's all work towards a safe and productive 2018 shipping season.

Sincerely,

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

From: acdvp@weyockey.com
To: [Freeman, Kelly](#)
Cc: ["Joseph Mando"](#); (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)
Subject: December Hour Report
Date: Monday, May 7, 2018 11:15:59 AM
Attachments: [December Hours 2017.pdf](#)

Ms. Freeman;

Mr. Mando requested that I get this to you so attached are the December 2017 hours report that MWTTI use to furnish us monthly. Since January 3, 2018 at the time we filed the complaint, when they illegally withdrew recognition of ILA Local 1982 and any reference to the entity or the CBA we no longer receive them. These reports are incomplete and have been since my time as trustee. They are a company generated report that does not include the hours that MWTTI works at night or on weekends when Union members aren't allowed on the facility. They also include a large number of personal (salted scabs) that Local 1982 is not familiar with. When the Union questioned when and where did these employees come from, when and where did they work we received the standard reply from MWTTI via Mason "it is what it is" so with that said the kindest words we can say about this the monthly reports is that they are incomplete, self-serving, fabricated, and unreliable.

Yockey

383 W. Dussel Drive
Maumee, OH 43537
419-897-6868
419-897-6869 (Fax)

Midwest Terminals of Toledo International, Inc.

Fax

To:	William Yockey	From:	(b) (6), (b) (7)(C)
Fax:	989-423-0036	Pages:	5
Re:	December 2017 ILA Reports	Date:	1/9/18

Urgent ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

MWTTI ILA Hours
April 1, 2017 - March 31, 2018

Employee	Dec Hours	Total Hours Worked
(b) (6), (b) (7)(C)	184.00	748.25
	79.50	779.25
	0.00	0.00
	0.00	4.00
	74.75	289.25
	214.00	1839.25
	0.00	101.50
	60.00	568.75
	96.50	676.75
	0.00	108.25
	56.00	234.25
	0.00	4.00
	3.00	36.50
	54.00	295.75
	0.00	20.00
	35.00	518.75
	0.00	55.25
	0.00	152.75
	132.25	855.00
	146.00	1366.00
	0.00	32.00
	0.00	3.00
	158.00	1509.25
	231.50	1960.25
	130.00	1077.50
	210.50	1808.25
	198.25	1762.75
	195.00	1818.25
	93.00	289.75
	0.00	36.00
	0.00	28.00
	0.00	2.00
	65.50	402.50
	105.25	1054.75
Total Daily	2,522.00	20,437.75

**Midwest Terminals of Toledo International, Inc.
International Longshoremen's Association - Local 1982
Health, Welfare & Pension Accounts**

Dec-17

ILA Health Account

Beginning Balance

Company Contributions to Fund
Tonnage Incentive Program
Container Royalty

Deduction From Fund Balance

Life Insurance Benefits
Health Insurance Benefits
Erisa Bond/Legal

Ending Balance

(b) (4)

Pension Fund Account

Beginning Balance

Company Contributions to Fund

Pension Contributions Paid:

Monthly Contribution to Fifth Third
Fifth Third Management Fees

Ending Balance

(b) (4)

MIDWEST TERMINALS OF TOLEDO INT'L, INC., ILA MONEY PURCHASE PENSION PLAN
 PLAN # (b) (4)
 2017 ILA PENSION FUND

MONTH ENDINGS	Dec-17	RATE	TOTAL	2017 YTD Totals Jan-Dec		
	Hours		CONTR			
PENSION EMPLOYEES						
(b) (6), (b) (7)(C)	84.50	\$5.75	485.88	821.25	\$5.75	4,722.19
	224.50	\$5.75	1,290.88	2,288.25	\$5.75	13,157.44
	0.00	\$5.75	0.00	230.50	\$5.75	1,325.38
	41.50	\$5.75	238.63	599.75	\$5.75	3,448.56
	76.00	\$5.75	437.00	744.25	\$5.75	4,279.44
	0.00	\$5.75	0.00	7.00	\$5.75	40.25
	43.00	\$5.75	247.25	568.75	\$5.75	3,270.31
	0.00	\$5.75	0.00	32.00	\$5.75	184.00
	0.00	\$5.75	0.00	225.75	\$5.75	1,298.06
	122.75	\$5.75	705.81	898.50	\$5.75	5,166.38
	176.50	\$5.75	1,014.88	1,871.00	\$5.75	10,758.25
	192.00	\$5.75	1,104.00	1,994.25	\$5.75	11,466.94
	233.00	\$5.75	1,339.75	2,444.75	\$5.75	14,057.31
	223.00	\$5.75	1,282.25	2,293.25	\$5.75	13,186.19
	210.50	\$5.75	1,210.38	2,268.00	\$5.75	13,041.00
	212.50	\$5.75	1,221.88	2,302.75	\$5.75	13,240.81
	77.50	\$5.75	445.63	265.75	\$5.75	1,528.06
	30.00	\$5.75	172.50	30.00	\$5.75	172.50
	106.75	\$5.75	613.81	1,161.25	\$5.75	6,677.19
TOTAL PENSION HOURS	2054.00	\$5.75	11,810.50	21,047.00	\$5.75	121,020.25

PLAN # (b) (4)
2017 ILA PENSION FUND

MONTH ENDINGS	Dec-17	RATE	TOTAL	2017 YTD Totals Jan-Dec
	Hours		CONTR	
NON-PENSION EMPLOYEES				
(b) (6), (b) (7)(C)	201.75			711.25
	0.00			7.00
	51.00			249.50
	0.00			108.25
	34.00			205.25
	0.00			33.50
	39.00			273.75
	0.00			23.00
	0.00			55.25
	0.00			89.00
	0.00			3.00
	196.00			1,077.50
	0.00			36.00
	0.00			28.00
	0.00			5.00
	27.25			395.00
TOTAL HOURS WORKED	2603.00			24,347.25
RATE	14.00			
TOTAL ACCRUAL	36,442.00			

From: [Joseph Mando](#)
To: [Freeman, Kelly](#)
Subject: FW: (b) (6), (b) (7)(C) Notes
Date: Friday, January 18, 2019 11:33:13 AM
Attachments: (b) (6), (b) (7)(C) Notes 00001-00035.pdf

Kelly,

As requested, attached are (b) (6), (b) (7)(C) notes of (b) (6), (b) (7)(C). Please note that all marks on the notes are (b) (6), (b) (7)(C) with the exception of the small check mark on each upper right corner and the bates numbers on the bottom left corner.

Please let me know if you would like any additional information.

Sincere yours,

Joseph D. Mando
FAULKNER, HOFFMAN & PHILLIPS, LLC
One International Place
20445 Emerald Parkway Drive, Ste. 210
Cleveland, Ohio 44135-6029
Direct Dial: [216.453.0585](tel:216.453.0585).
Main: [216.781.3600](tel:216.781.3600).
Fax: [216.781.8839](tel:216.781.8839).
mando@fhplaw.com

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From: (b) (6), (b) (7)(C) <(b) (6), (b) (7)(C)@fhplaw.com>
Sent: Friday, January 18, 2019 11:31 AM
To: Joseph Mando <mando@fhplaw.com>

Subject: (b) (6), (b) (7)(C) Notes

(b) (6), (b) (7)(C)

Faulkner, Hoffman & Phillips, LLC
20445 Emerald Parkway Drive, Suite 210
Cleveland, OH 44135-6029
(216) 781-3600 Phone
(216) 781-8839 Fax

(b) (6), (b) (7)(C) [@fhplaw.com](mailto:(b) (6), (b) (7)(C)@fhplaw.com)

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Tuesday - 12-12-17 - (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) warehouse
(b) (6), (b) (7)(C) Loader yard, (b) (6), (b) (7)(C) crane (b) (6), (b) (7)(C) + (b) (6), (b) (7)(C) Loader
& Bulldozer, Also Company continues to take pipe off the
port with outside help.

6 truck Drivers 2 people Pipe Co.
2 Local 18 people 2 people Midwest Co.
1 Local 500 All this people Drive to the
1 safety person jobsite

Wednesday 12-13-17 - (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)
warehouse. (b) (6), (b) (7)(C) Loader yard, (b) (6), (b) (7)(C) Coke cars till Noon
1 person went to crane shop because the machine (b) (6), (b) (7)(C) was running
did not have heat so they put (b) (6), (b) (7)(C) coat
(b) (6), (b) (7)(C) All over (b) (6), (b) (7)(C) + (b) (6), (b) (7)(C) Dozer & Loader.

Also company continues to move pipe off the port
with outside help. Same as Above 14 people.
"They All Drive to where they are working"

Thursday - 12-14-17 - (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)
warehouse (b) (6), (b) (7)(C) Loader yard. (b) (6), (b) (7)(C) + (b) (6), (b) (7)(C) Move in's Blanks
(b) (6), (b) (7)(C) + (b) (6), (b) (7)(C) ON COKE CRUSHING & STACKING.

Company continues to move pipe off the port with
outside help

6 truck Drivers 2 people Pipe Co.
2 Local 18 people 2 Midwest Co.
1 Local 500
1 safety person

All this outside people Drive their cars or trucks to
where they are working

(b) (6), (b) (7)(C)

Friday-12-15-17- (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) warehouse
(b) (6), (b) (7)(C) loader yard (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) + (b) (6), (b) (7)(C)

All over (b) (6), (b) (7)(C) Railcars- Most of the ALUMINUM
from the EVAN SPIRIT is gone. ALSO COMPANY CONTINUES
to take pipe off the port with outside help.

6 truck Driver

2 Local 18

1 Local 560

1 Safety Person

2 pipe co.

2 Midwest co.

All this people Drive there cars or trucks where there working.

Monday-12-18-17 (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) warehouse
(b) (6), (b) (7)(C) loader yard (b) (6), (b) (7)(C) did not work (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) + (b) (6), (b) (7)(C) CHANCEST LOADERS. They had A COMPANY MAN
+ A PERSON FROM Ironville Driven truck + A loader

company continues to move pipe off the port with
outside help same AS Above 14 people All this people
Drive there cars + trucks to where they are working

Also + All the ALUMINUM from both Ship AND Barge are
gone, moved over the weekend.

(b) (6), (b) (7)(C)

Tuesday 12-19-17- (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) warehouse 8:00am

At 5:30 AM Shape Up For coils to unload off Barge

Crane (b) (6), (b) (7)(C)

File on Barge (b) (6), (b) (7)(C)

Gang Leader

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Signalman

(b) (6), (b) (7)(C)

Checker

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

F.L.

(b) (6), (b) (7)(C)

F.L.

Blocker

(b) (6), (b) (7)(C)

Blocker

(b) (6), (b) (7)(C)

Company continues to move pipe off the port with outside help

6 truck Driver 1 safety person

2 local 18 2 pipe co.

1 local 500 2 Midwest co.

they are also moving Burn by truck 1 Driver 1 co.
both none bargaining people from I.L.W.

Wednesday 12-20-17 (b) (6), (b) (7)(C) & (b) (6), (b) (7)(C) warehouse

they skipped (b) (6), (b) (7)(C) Coke ship loaders

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

shut

(b) (6), (b) (7)(C)

Night shift

(b) (6), (b) (7)(C)

Dozer,

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

shut

(b) (6), (b) (7)(C)

Company continues to move pipe off the port with outside help.

6-truck Driver 1 safety

2 local 18 2 pipe co

1 local 500 2 Midwest co

All people Drive to where they are working

(b) (6), (b) (7)(C)

Thursday (b) (6), (b) (7)(C) 17 (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) warehouse
(b) (6), (b) (7)(C) Loader yard, Coke ship, Night shift (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C) (b) (6), (b) (7)(C) loaders (b) (6), (b) (7)(C) shut.
Day shift (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) loaders
(b) (6), (b) (7)(C) shut (b) (6), (b) (7)(C) off loaded coke cars.
(b) (6), (b) (7)(C) + (b) (6), (b) (7)(C) did not work. At 2:00 AM.

I had a step one meeting with (b) (6), (b) (7)(C) about the
two who were missed. I asked (b) (6), (b) (7)(C) if (b) (6), (b) (7)(C) called them
(b) (6), (b) (7)(C) said yes, later I asked (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) said not true

Company keeps moving pipe off the port with
this people outside help (b) (6), (b) (7)(C) "witnessed conversation"

Park near the 6 truck drivers

Job they do. 2 Local 18.

1 Local 500

1 Safety person

2 Pipe Co.

2 Midwest co (14)

Friday - 12-22-17 (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) warehouse

(b) (6), (b) (7)(C) Loader yard (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) (b) (6), (b) (7)(C) were all over.

Company continues to move pipe off the port with
outside help, this people park there cars or trucks near
where they work. Same as above 14 people.

4 transfer trucks 4 non-union people

Drive (b) (6), (b) (7)(C) loaded 8 H's

(b) (6), (b) (7)(C)

✓

Tuesday 26
Wednesday-12-27-17- (b) (6), (b) (7)(C) Loader loaded transfer trucks, coke
Berth 7 to Berth, 4 trucks 4 NONE UNION Drivers. EVAN SPIRIT came in
to UNLOAD ALUMINUM (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) from junkyard, and new man-
(b) (6), (b) (7)(C) called but did not work (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) if
(b) (6), (b) (7)(C) is not in Shapeup Room (b) (6), (b) (7)(C) could not hire (b) (6), (b) (7)(C) the same
with others

Wednesday-12-28-17- (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) warehouse & ship
(b) (6), (b) (7)(C) (b) (6), (b) (7)(C) Railcars, (b) (6), (b) (7)(C) loading
transfer trucks 4 and 4 driver NONE I.L.A. 8 HRS.
Rest of the men on ship.

Thursday-12-28-17 (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) warehouse
(b) (6), (b) (7)(C) Loader yard, (b) (6), (b) (7)(C) loader transfer trucks
8 HRS. 4 trucks 4 Drivers ALL NONE I.L.A. (b) (6), (b) (7)(C) coke cars.
(b) (6), (b) (7)(C) (b) (6), (b) (7)(C) Crane & Loader.

Friday-12-29-17- (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) warehouse
(b) (6), (b) (7)(C) transfer trucks OR Loader 4 trucks 10 hours
All Drivers NONE I.L.A. The Rest of the men went to the
EVAN SPIRIT, as it came back to finish the Discharge.
I have been watching how the assignments for the most
part in the of the year the minorities drive open forklifts
while the white people run equipment with heaters or with
cabs.

(b) (6), (b) (7)(C)

Tuesday-1-2-18 (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) Warehouse
(b) (6), (b) (7)(C) Loader yard (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) Crane + loaders
(b) (6), (b) (7)(C) Unloading coke cars (b) (6), (b) (7)(C) MANSINNON.

The transfer of coke from Berth 7 to Berth A continues
4 or 5 trucks NONE I.L.A. Drivers.

Wednesday
Wednesday-1-3-18- (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) Warehouse
(b) (6), (b) (7)(C) Loader yard (b) (6), (b) (7)(C) R. Car coke, (b) (6), (b) (7)(C) Loading transfer
trucks (b) (6), (b) (7)(C) Loader (b) (6), (b) (7)(C) Crane (b) (6), (b) (7)(C) MANSINNON.

6 or 7 transfer trucks, All Drivers NONE I.L.A. 8 HRS

Thursday-1-4-18- (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) Warehouse
(b) (6), (b) (7)(C) Loader yard (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) Al warehouse
setting up loads (b) (6), (b) (7)(C) Loader, (b) (6), (b) (7)(C) transfer trucks
on 3 or 4 Drivers NONE I.L.A., Also transfer of ALUMINIUM
started 3 trucks + Drivers from Ironville taken Back
to Ironville. (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) Loaded the trucks

Friday-1-5-18 (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C) Warehouse (b) (6), (b) (7)(C) Loader yard (b) (6), (b) (7)(C) Crane (b) (6), (b) (7)(C) Ship
(b) (6), (b) (7)(C) took over for (b) (6), (b) (7)(C) at 11 pm (b) (6), (b) (7)(C) Loader + Crane (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C) MANSINNON (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)

transferred ALUMINIUM all day + part of Thursday. At the END of
the transfer one of the Drivers told me that they were coming
back ON Saturday 1-6-18 to transfer more ALUMINIUM but
LOCAL 1982 people were not asked to work.

there was no transfer of cargo

(b) (6), (b) (7)(C)

Monday-1-8-18 (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C) in the warehouse, (b) (6), (b) (7)(C) Loader yard (b) (6), (b) (7)(C)
Coke cars, (b) (6), (b) (7)(C) + (b) (6), (b) (7)(C) Loader & Crane.
All the cargo from the EVAN Spirit still there.

Tuesday-1-9-18 (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)
warehouse (b) (6), (b) (7)(C) Loader yard (b) (6), (b) (7)(C) Coke cars (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C) (b) (6), (b) (7)(C) Loader & Crane & Dozer. A small lot of
ALUMINUM was taken from the dock.

Wednesday-1-10-18 (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) warehouse
(b) (6), (b) (7)(C) came in at 11 P.M. (b) (6), (b) (7)(C) Loader yard
(b) (6), (b) (7)(C) + (b) (6), (b) (7)(C) Coke cars. (b) (6), (b) (7)(C) worked
ON Crane maintenance (b) (6), (b) (7)(C) + (b) (6), (b) (7)(C) Crane & Loader
Also more ALUMINUM was taken from the Dock 607 people.

Thursday-1-11-18 (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) warehouse
(b) (6), (b) (7)(C) Loader, (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) Maintaining
gear And Loaders (b) (6), (b) (7)(C) was there to.
More ALUMINUM was taken from the Dock 608 people

(b) (6), (b) (7)(C)

✓
Daily Notes.

Tuesday-6-5-18- (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) warehouse (b) (6), (b) (7)(C) loader yard. (b) (6), (b) (7)(C) sorting thru a garbage bin. (b) (6), (b) (7)(C) All over. (b) (6), (b) (7)(C) Pipe Crew. Pipe keeps leaving the port without I.L.A. people At least 6 to 8. ALUMINUM was taken from the Dock at night. 5 More lots are gone.

Wednesday-6-6-18- (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) warehouse. (b) (6), (b) (7)(C) loader yard. (b) (6), (b) (7)(C) working on conveyors (b) (6), (b) (7)(C) coke cars/ Doler (b) (6), (b) (7)(C) loading piston R cars (b) (6), (b) (7)(C) working on a crane (b) (6), (b) (7)(C) with pipe crew Pipe continues to move off the port without I.L.A. people Again crews split, 6 on 8 on water side.

Thursday-6-7-18 (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) warehouse (b) (6), (b) (7)(C) loader yard (b) (6), (b) (7)(C) loading BURN on a truck that (b) (6), (b) (7)(C) drive (b) (6), (b) (7)(C) & (b) (6), (b) (7)(C) moving coke (b) (6), (b) (7)(C) did ONE piston car then went on crane (b) (6), (b) (7)(C) pipe crew. Pipe keeps moving off the port without I.L.A. people. 6 to 8 they split up the others Across street

Friday-6-8-18- (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) warehouse (b) (6), (b) (7)(C) loader yard. (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) were burning around, at 12:30 had a (b) (6), (b) (7)(C) Skapeup for Aluminum barge

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Continued

✓
6-8-18 Pipe Keeps to move off the port without I.L.A. people. At least 6 or 8 people the other half is on the other side of street

Monday 6-11-18- (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) Warehouse (b) (6), (b) (7)(C)
Loader yard. (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) Coke cars till noon and left.
(b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) worked Pig Iron ship 6: AM.
till 6: PM (b) (6), (b) (7)(C) worked with pipe crew. Pipe continues to move off the port without I.L.A. people same as last day.

(b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) worked Pig Iron at night.
Tuesday 6-12-18- (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) Warehouse (b) (6), (b) (7)(C)
Loader yard. (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) worked Pig Iron till done.
(b) (6), (b) (7)(C) Pipe crew, as pipe keeps moving off the port without I.L.A. people, both sides 15 to 16 people are used. Company people keep doing Bargaining work by driving + loading Burn on trucks and driving water trucks.

Wednesday 6-13-18- (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) Warehouse (b) (6), (b) (7)(C)
Loader yard. (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) Loading Pig Iron on R. cars.
Coke cars (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) Loader (b) (6), (b) (7)(C) Crane. (b) (6), (b) (7)(C) Pipe crew.
Pipe keeps leaving the port without I.L.A. 15 to 16 people. Also non-union people keep doing Bargaining work by driving + loading Burn trucks and water trucks.

(b) (6), (b) (7)(C)

Thursday-6-14-18- (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) warehouse.

(b) (6), (b) (7)(C) Loader yard (b) (6), (b) (7)(C) COKE cars (b) (6), (b) (7)(C) Crane stacking
(b) (6), (b) (7)(C) Loader pushing up COKE (b) (6), (b) (7)(C) Piling up Burn

All over (b) (6), (b) (7)(C) Pipe crew, still taking pipe off the port without I.L.A. people there are 15 to 16 people working pipe. Also Aluminum was taken from the port at night. 5 Lots were taken.

Friday-6-15-18 (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) warehouse.
(b) (6), (b) (7)(C) Loader yard, (b) (6), (b) (7)(C) COKE car (b) (6), (b) (7)(C) Crane
(b) (6), (b) (7)(C) + (b) (6), (b) (7)(C) Piling up Burn (b) (6), (b) (7)(C) Pipe crew (b) (6), (b) (7)(C) COKE
Two crews continue to send pipe off the port, no I.L.A. people working. No more Aluminum was taken today.

Monday-6-18-18 (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) warehouse
(b) (6), (b) (7)(C) COKE cars, (b) (6), (b) (7)(C) Loader COKE (b) (6), (b) (7)(C) Loader
yard (b) (6), (b) (7)(C) + (b) (6), (b) (7)(C) CRANES (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C)
Pipe + Loading Burn (b) (6), (b) (7)(C) Drove the truck, a Co. man
Pipe keeps leaving the port without I.L.A. people working it, all outside help. I saw (b) (6), (b) (7)(C) training a woman
on how to run the water truck But won't let I.L.A. train on anything. New co. man don't know who he is.

(b) (6), (b) (7)(C)

✓
Tuesday-6-19-18- (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C) Loader yard, (b) (6), (b) (7)(C) Coke cars, (b) (6), (b) (7)(C) warehouse
Working on a crane (b) (6), (b) (7)(C) Stacking coke (b) (6), (b) (7)(C)
Coke (b) (6), (b) (7)(C) Pipe crew. Pipe continues to move off
the port without I.L.A. people 14 to 16 people none I.L.A.
Also all but one lot of Aluminum is left rest gone at
Night.

Wed. 6-20-18- (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) warehouse (b) (6), (b) (7)(C) Loader yard
(b) (6), (b) (7)(C) Loader loading Burn on truck, 1 Driver none I.L.A. 8 HRS.
(b) (6), (b) (7)(C) (b) (6), (b) (7)(C) working on cranes (b) (6), (b) (7)(C) + (b) (6), (b) (7)(C)
Stacking coke with conveyors (b) (6), (b) (7)(C) Coke cars
(b) (6), (b) (7)(C) Pipe crew, as pipe keeps moving off the
port without I.L.A. people, same people as always

Thursday-6-21-18- (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) warehouse (b) (6), (b) (7)(C) Loader
yard (b) (6), (b) (7)(C) Coke cars (b) (6), (b) (7)(C) Stacking coke
(b) (6), (b) (7)(C) Loading Burn on truck, Driver none I.L.A. 8 HRS.
(b) (6), (b) (7)(C) + (b) (6), (b) (7)(C) working on crane.
Pipe keeps moving off the port without I.L.A. people
All outsiders, or none I.L.A. including (b) (6), (b) (7)(C)

Friday-6-22-18- (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) warehouse (b) (6), (b) (7)(C) Loader
yard (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) + (b) (6), (b) (7)(C) crane work (b) (6), (b) (7)(C) Loader
Coke (b) (6), (b) (7)(C) Pipe crew (b) (6), (b) (7)(C) Coke cars.
Pipe continues to move off the port without I.L.A.
People same as always, same amount.

(b) (6), (b) (7)(C)

Monday - 6-25-18 - (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) Warehouse
(b) (6), (b) (7)(C) Loader yard, (b) (6), (b) (7)(C) Coke cars, (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)
Working on crane, (b) (6), (b) (7)(C) Pushing up coke (b) (6), (b) (7)(C) pipe
crew. Pipe keeps moving off the port without I.L.A.
people this day one crew 6 to 8 people. (b) (6), (b) (7)(C) Also
was loading the truck with BURN driven by a NON I.L.A.
person. A new lady was driving the sweeper truck NON I.L.A.

Tuesday - 6-26-18 - (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) Warehouse
(b) (6), (b) (7)(C) Loader yard (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) Loader stacking coke
(b) (6), (b) (7)(C) Crane on coke (b) (6), (b) (7)(C) Bucket
(b) (6), (b) (7)(C) Putting ~~back~~ ON CRANE
Pipe crew. As Always pipe moving out of port
without I.L.A. people 15 to 16 of them, Also (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) Drive
a loader trucks. the new lady drove the sweeper Both
Jobs or 8 hour jobs.

Wednesday - 6-27-18 - (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) Warehouse
(b) (6), (b) (7)(C) Loader yard (b) (6), (b) (7)(C) Coke cars, (b) (6), (b) (7)(C) Crane
(b) (6), (b) (7)(C) Loader, (b) (6), (b) (7)(C) Crane, (b) (6), (b) (7)(C) Sweeper.
(b) (6), (b) (7)(C) Pipe crew. And loading BURN ON truck
driven by a NON I.L.A. person, 8 HRS.
Pipe continues to move off the port without I.L.A.
people same amount of people as always.

(b) (6), (b) (7)(C)

✓
Thursday - 6-28-18 - (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)
Warehouse (b) (6), (b) (7)(C) Loader, (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) Loaders
Moving Coke Not sure where (b) (6), (b) (7)(C) & (b) (6), (b) (7)(C) went But work
(b) (6), (b) (7)(C) Pipe Crew. (b) (6), (b) (7)(C) did water truck + Suckapen.
Pipe keeps leaving the Port without I.L.A. People 15 to 16.
Outsiders doing the work.

Friday - 6-29-18 - (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C) Warehouse (b) (6), (b) (7)(C) Loader Yard
& Warehouse (b) (6), (b) (7)(C) crane (b) (6), (b) (7)(C) Pipe Crew (b) (6), (b) (7)(C)
Working on Conveyors. (b) (6), (b) (7)(C) water truck Co. Man
ON this day at 9:30 AM. A shape up for a Aluminum Barge
was done this is who was hired

Not hired

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

was taken from W.H. and put ON Barge.
I took this from sign-in sheet.

(b) (6), (b) (7)(C)

Monday-7-2-18

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Warehouse

Yard Loader

(b) (6), (b) (7)(C)

Coke carts

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Shipping cranes

(b) (6), (b) (7)(C)

Loading BURNER truck driven by a NONC

I.L.A. person. Pipe keeps leaving the port without I.L.A.

people some amount of people

(b) (6), (b) (7)(C)

works with them.

Also All the Aluminum from the barge is gone, moved over the week end At least 9 to 10 people

Tuesday-7-3-18

(b) (6), (b) (7)(C)

Warehouse

(b) (6), (b) (7)(C)

Loader yard

Everybody else was layed off until further notice

Pipe continues to move of the port without I.L.A. people, only half the crew working about 8.

Thursday-7-5-18

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Warehouse

(b) (6), (b) (7)(C)

Loader

yard.

(b) (6), (b) (7)(C)

truck was there didn't see where it was at.

(b) (6), (b) (7)(C)

Pipe crew. Pipe keeps leaving the port without I.L.A. people. At least 8 or 9 people.

At 6:30 shape up for the Even spirit

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Friday-7-6-18- (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) warehouse. (b) (6), (b) (7)(C) Loader yard. The EVAN SPIRIT CONTINUES TO UNLOAD ALUMINUM from what I could see (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) coke cars. Pipe keeps moving off the port without I.L.A. people All outside help 8 to 10. (b) (6), (b) (7)(C) worked with them.

Monday-7-9-18- (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) Loader yard. (b) (6), (b) (7)(C) coke cars, (b) (6), (b) (7)(C) Loader + pipe crew (b) (6), (b) (7)(C) crane stacking coke (b) (6), (b) (7)(C) is working don't know where, at the port. Pipe keeps leaving off the port without I.L.A. people 8 to 10 outsiders.

Tuesday-7-10-18- (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) Loader yard. (b) (6), (b) (7)(C) coke cars. (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) worked, don't know exactly what there jobs were. Pipe continues to move off the port without I.L.A. people. 8 to 10 outsiders. Also Aluminum was taken from the port by none I.L.A. people.

Wednesday-7-11-18- (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) warehouse. (b) (6), (b) (7)(C) Loader yard (b) (6), (b) (7)(C) coke car (b) (6), (b) (7)(C) DAZCO Aluminum was taken at night by none I.L.A. people. Pipe keeps leaving the port, taken by none I.L.A. people 8 to 10. (b) (6), (b) (7)(C) loading BARDON truck driven by a none I.L.A. person 8 HRS. (b) (6), (b) (7)(C)

Thursday-7-12-18- (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C) warehouse (b) (6), (b) (7)(C) loader yard, (b) (6), (b) (7)(C) piston
cars (b) (6), (b) (7)(C) coke cars (b) (6), (b) (7)(C) pipe crew then. with
Pipe continues to move off the port without I.L.A.
people 8 to 10 outsiders.

Friday-7-13-18- (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) warehouse
(b) (6), (b) (7)(C) loader yard (b) (6), (b) (7)(C) coke cars, (b) (6), (b) (7)(C) loading BLV 90
on a truck driven by outsider (b) (6), (b) (7)(C) moving Aluminum.
Pipe keeps moving off the port without I.L.A. people
8 to 10 outsiders

Saturday-7-14-18- I worked a coke ship with (b) (6), (b) (7)(C) doing
IN loader work 2 loaders, (b) (6), (b) (7)(C) shut man. Night before the
operators were (b) (6), (b) (7)(C) & (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) shut man.
I saw them at shift change at 6 AM.

Monday-7-16-18- (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) warehouse (b) (6), (b) (7)(C)
loader yard (b) (6), (b) (7)(C) loading 2 transfer trucks driven by
2 non I.L.A. people. (b) (6), (b) (7)(C) coke cars (b) (6), (b) (7)(C)
Crane stacking coke + loader doing something else.
(b) (6), (b) (7)(C) moving Aluminum (b) (6), (b) (7)(C) + (b) (6), (b) (7)(C) working lights.

Tuesday-7-17-18- (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) warehouse
(b) (6), (b) (7)(C) loader yard (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) working on
the coke pile getting ready for ship. Also pipe started to
move again small crew 4 or 7 people. Non I.L.A.

(b) (6), (b) (7)(C)

✓
Wednesday-7-18-18- (b) (6), (b) (7)(C) warehouse (b) (6), (b) (7)(C) Loader yard.
(b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) Loader ON COKE SHIP, (b) (6), (b) (7)(C) SHUT.
(b) (6), (b) (7)(C) & (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) worked at night. No pipe moved.
(b) (6), (b) (7)(C) shut daytime. (b) (6), (b) (7)(C) worked after lunch.

Thursday-7-19-18- (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) warehouse (b) (6), (b) (7)(C)
Loader yard. (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) Loader ON SHIP
then went to shed & yard. (b) (6), (b) (7)(C) & (b) (6), (b) (7)(C) Night work
Pipe moved off the port without I.L.A. people 6 or 8 tons
I.L.A. people. COMPANY people RUNNING water trucks.

Friday-7-20-18- (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) warehouse (b) (6), (b) (7)(C) Loader yard
(b) (6), (b) (7)(C) & (b) (6), (b) (7)(C) COKE CARS (b) (6), (b) (7)(C) Loader cleanup. (b) (6), (b) (7)(C)
Went home. (b) (6), (b) (7)(C) & (b) (6), (b) (7)(C) working nights.
No pipe moved.

Monday-7-23-18- (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) warehouse
(b) (6), (b) (7)(C) Loader yard. (b) (6), (b) (7)(C) & (b) (6), (b) (7)(C) COKE CARS (b) (6), (b) (7)(C)
and (b) (6), (b) (7)(C) working nights. No pipe moved.

✓

Wednesday 5
Thursday-9-6-18- (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) Warehouse:
(b) (6), (b) (7)(C) Loader yard, (b) (6), (b) (7)(C) Coke cars, (b) (6), (b) (7)(C)
CONVEYORS. (b) (6), (b) (7)(C) CRANE (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) BERTH.
CLEANUP B. A.
Company keeps running water truck. (b) (6), (b) (7)(C) came to work
At 8:37 A.M. (b) (6), (b) (7)(C) was not at shipcup.

Thursday-9-6-18- (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) Warehouse (b) (6), (b) (7)(C)
Loader yard (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) moving coils (b) (6), (b) (7)(C)
Doter (b) (6), (b) (7)(C) Crane stacking coke (b) (6), (b) (7)(C) CONVEYORS.
(b) (6), (b) (7)(C) came in late again was not at shipcup.

Friday-9-7-18- (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) Warehouse
(b) (6), (b) (7)(C) Loader yard (b) (6), (b) (7)(C) Loader on salt. (b) (6), (b) (7)(C)
Coke cars. (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) Crushing coke.

Monday-9-10-18- (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) Warehouse
(b) (6), (b) (7)(C) salt trucks (b) (6), (b) (7)(C) Loader yard (b) (6), (b) (7)(C) Coke cars.
(b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) Crushing Coke Berth 19.

Tuesday-9-11-18- (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) Warehouse
(b) (6), (b) (7)(C) Loader yard, (b) (6), (b) (7)(C) Loader on salt. (b) (6), (b) (7)(C)
Crane stacking coke. (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)
Crushing Coke. "Co. Man water truck."

(b) (6), (b) (7)(C)

Wednesday-9-12-18 (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) warehouse (b) (6), (b) (7)(C)
Loader yard (b) (6), (b) (7)(C) crane till noon then went home
(b) (6), (b) (7)(C) w.h. till 10: am went home (b) (6), (b) (7)(C) getting
conveyors ready for ship Berth A. (b) (6), (b) (7)(C) stacking coke
Berth 5, both (b) (6), (b) (7)(C) + (b) (6), (b) (7)(C) went on ship at 11pm
(b) (6), (b) (7)(C) shut man sat started at 1: pm (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C) working night shift.

Thursday-9-13-18 (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) loader yard
(b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) loaders on ship 6: am to 6: pm
At the end of (b) (6), (b) (7)(C) 12 HRS loader shift (b) (6), (b) (7)(C) Replaced
(b) (6), (b) (7)(C) on shut after a long 17 HR night (b) (6), (b) (7)(C) stayed
till noon then, (b) (6), (b) (7)(C) came back and (b) (6), (b) (7)(C) left
After a 18 HR shift all of this to keep I.L.A. people
off work because they support the union. (b) (6), (b) (7)(C) was
called in to work w.h. instead of the ship.

Friday-9-14-18 (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) warehouse (b) (6), (b) (7)(C) loader
yard (b) (6), (b) (7)(C) coke cars after 6: am start on cleanup
of Berth A. (b) (6), (b) (7)(C) went home (b) (6), (b) (7)(C) took
7:30 shapeup starts

(b) (6), (b) (7)(C)

Monday-9-17-18- (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) warehouse
(b) (6), (b) (7)(C) Loader yard (b) (6), (b) (7)(C) + (b) (6), (b) (7)(C) coke cars (b) (6), (b) (7)(C)
Crane stacking coke. (b) (6), (b) (7)(C) worked but not at shakedown.

Tuesday-9-18-18- (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) warehouse (b) (6), (b) (7)(C) Loader
yard. (b) (6), (b) (7)(C) Crane stacking coke Berth A. (b) (6), (b) (7)(C) crane
stacking coke Berth 5 (b) (6), (b) (7)(C) + (b) (6), (b) (7)(C) general work cleaning
Berth 7. (b) (6), (b) (7)(C) was with them till 12:00 then went home.
Co. Men still running water truck.

- Wednesday-9-19-18- (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) warehouse, (b) (6), (b) (7)(C) Loader
yard. (b) (6), (b) (7)(C) coke cars. (b) (6), (b) (7)(C) + (b) (6), (b) (7)(C) Cleanup
on the old A. warehouse. (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) with setting up cargo
(b) (6), (b) (7)(C) must be working on conveyor. Co. running water truck

Thursday-9-20-18- (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) warehouse. (b) (6), (b) (7)(C) Loader yard
(b) (6), (b) (7)(C) + (b) (6), (b) (7)(C) working Berth A. The rest of the people
shakedown at 11:30 for the EVAN Sirt to unload Aluminum.
I saw the Company men putting the Forklifts on the ship
at 10:30 A.M. to cut time from the men working, this
is UNION work.

(b) (6), (b) (7)(C)

Friday-9-21-18- (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) Warehouse (b) (6), (b) (7)(C) Loader
yard (b) (6), (b) (7)(C) + (b) (6), (b) (7)(C) Berth A. CONVEYORS + CRANES.
(b) (6), (b) (7)(C) told me that at the end of the 16 hour
shift Co. sent everybody home except (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)
this is giving this ~~in~~ two men this work because
they help the company with what Co. IS doing to
the UNION and keeping UNION people off work so the
can't pay their Dues, and make them look for
work elsewhere.

Monday-9-24-18- (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C) Warehouse, (b) (6), (b) (7)(C) Loader yard, (b) (6), (b) (7)(C)
Loader moving new cargo ^{Cargo} (b) (6), (b) (7)(C) coke cars.
(b) (6), (b) (7)(C) Crane stacking coke.

Aluminum was taken off the Dock over the weekend by
None F.H.A People Co. People on water trucks.

Tuesday-9-25-18- (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C) Warehouse moving ALUMINUM (b) (6), (b) (7)(C) Loader yard
(b) (6), (b) (7)(C) Crane stacking coke. (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)
Loaders screening coke Berth A.

(b) (6), (b) (7)(C)

Wednesday - 9-26-18 -

Warehouse Moving ALUMINUM

SCREENING COKE. Loader yard, Also the rest of the ALUMINUM for TEAMSTERS was taken by ^{People} NONE I.L.H.

Thursday - 9-27-18 -

Warehouse + Loaders yard.

+ Berth A. ON COKE.

Left at 12:00 o'clock to RETURN at 8: PM to start a COKE SHIP, Same People as Always

Friday - 9-28-18 -

Warehouse

Loader yard. Loaders cleaning Berth A.

ON SHUT. + Loaders ON SHIP 2

HRS

Monday - 10-1-18 -

Warehouse

Loader yard. + Loaders stacking COKE

Berth 5, COKE CARS. is given a job

Daily BUT I DON'T SEE or TRUCK ANYWHERE.

Tuesday - 10-2-18

Warehouse

Loader yard + getting COKE Ready

for Pig Iron Ship.

Coming in at 6: PM.

✓
Wednesday-10-3-18- Charles Moody, R. Leiby, R. Canales, warehouse.
M. Rizo Loader yard. D. Pollock & C. Moody Crane Pig Iron
R. Kreias Sigmundson. K. Newcomer, R. Baumert R. Abner Nights.

Thursday-10-4-18- Charles Moody R. Canales warehouse
M. Rizo Loader yard. Pollock & Moody cranes waiting for
Ship to shift from Berth 4. to Berth 5 to load coke
K. Newcomer, R. Baumert, R. Abner working nights.
~~Coke~~ "A NANC I.L.A. stacking coke A Night."

Friday-10-5-18- Charles Moody, R. Canales warehouse. M. Rizo
Loader yard. ON SHIP UNLOADING BARGE. Abner crane coo ship
Pollock, C. Williams, R. Sims. Kreias, Duskak Fisher,
C. Bates, Stretchberry, M. Bryant. A NANC I.L.A. PERSON
Stacking coke AT Night.

Saturday-10-6-18- Shaped for the Federal Rihne, Cannon Bass.
C. Fisher G.L. C. Williams F.L. Jim Hassenfritz Did
R. Kreias S.M. R. Simmons F.L. All the checking.
C. Bates L. C. Moody F.L.
M. Bryant L. D. Pollock C.
M. Rizo F.L. Stretchberry L.
R. Sims F.L. P. Fulshear L.
J. Duskak L.

Miguel Rizo Sr.

Dock Steward

CONTINUED

10-6-18 ON the Federal Welland Loading COKE
OUTBOUND three NONC I.L.A. PEOPLE RUNNING the
Equipment- Due to lack of training for F.I.A. People.

RHINE

Sunday-10-7-18- ON the Federal ~~At~~ UNLoading BOGS
C. Fisher F. M. Rizo FL. De SIMONS FL. HASSAL F. & C.
R. Kreias SM C. Williams FL. J. Dastack G.M. [↑] checker
C. Bates L. R. SIMS FL. P. Fulshaw G.M.
M. Bryant L. C. Moody FL. Stetchberry G.M.

ON The Federal Welland All NONE I.L.A. People
because COMPANY would not train F.I.A. people.

Monday-10-8-18 Charles Moody, R. Ri Leiby Warehouse.
M. Rizo Loader Yard. The Federal RHINE went about the same
AS Above 10-7-18 AS Per Ray Sims
At 11 P.M. a salt ship The Mummy started to UNLOAD
Salt ONE Ship crane ONE Hopper + ONE COMPANY CRANE
All COMPANY 2 trucks for a total of 5 people.

Tuesday-10-9-18- Charles Moody, R. Canales Warehouse. M. Rizo
Loader, Ri Leiby Loader, D. Fallock COKE CAR. ON the Federal RHINE
3- COMPANY people worked it. ON the Mummy 4 NONC I.L.A.
People. COMPANY will not hire out people, They won't Train them.

Miguel Rizo Sr.

Dock Steward

✓
Wednesday-10-10-18- Charles Mandy, R. Canales Warehouse
M. Rizo & R. Leiby Loaders yard- ON the Mammy, a salt ship
All company people, at least 8 maybe more. No I.L.A.
people, except K Newcomer while working nights. All of
this because Co. Refuses to train I.L.A. people.

Thurs 10-11-18- Charles Mandy, R. Canales Warehouse. M. Rizo
Loader yard everybody else ON the Mammy saltship At least
6 none I.L.A. working while I.L.A. people sit at home
All because of lack of training also Co. using water truck

Friday-10-12-18- Charles Mandy, R. Leiby, R. Canales Warehouse.
M. Rizo Loader yard, D. Pollock coke car C. Mandy Crane
Stacking salt R. Abner Loader yard. Newcomer & Baumart, Night.

Monday-10-15-18- Charles Mandy, R. Leiby, R. Canales Warehouse.
M. Rizo, R. Baumart Loaders yard. C. Mandy coke cars D. Pollock
Stacking salt. Abner & Newcomer Did not work.

Tuesday-10-16-18- Charles Mandy, R. Leiby, R. Canales Warehouse
M. Rizo yard K. Newcomer Loader yard till noon. C. Mandy coke cars
D. Pollock Crane stacking salt. R. Abner screening coke
Co. man on water truck

Miguel Rizo Sr.
Dock steward

✓
Wednesday-10-17-18- Charles Moody, R. Leiby, R. Canales Warehouse.
M. Rizo Loader yard. C. Moody Coke Cars Abner partly on Loader.
D. Pollock All over what ever he wants to do. K. Newcomer
Randy Baumgart working Nights.

Thursday-10-18-18- R. Leiby, R. Canales Warehouse M. Rizo Loader
yard. C. Moody Coke Cars, D. Pollock & R. Abner stand Loader
K. Newcomer and R. Baumgart working Nights Co. people water
truck, A young maintenance girl. Our E.L.P. people sit home.

Friday-10-19-18- C. Moody, R. Leiby, R. Canales Warehouse. M. Rizo
Loader yard. Chad Moody, D. Pollock Loaders Betty A. Crashing
and moving coke. K. Newcomer & R. Baumgart working Nights.
I did not see Rob Abner at all. Co. people keep doing
Bargaining work by running water truck & the sweeper.

Monday-10-22-18- Charles Moody, R. Leiby, R. Canales Warehouse
M. Rizo Loader yard. R. Abner Loader/ crane, stacking plus helping
load trucks. D. Pollock, C. Moody Loaders on ship. Roy Sims
on shut. R. Baumgart & K. Newcomer working Nights.

Miguel Rizo Sr.
Dock Steward

Tuesday-10-23-18- Charles Moody, R. Leiby, R. Canales Warehouse
M. Rizo, D. Pollock Loaders yard. Chad Moody Crane Cate
R. Abner Crane stacking coke. Co. Man running water truck
Two more I.L.A. men driving truck hauling fill dirt behind
A shed while stretch spreads it with a Dazer All 8 hours.

K. Newcomer & Baumart Nights.

Wednesday-10-24-18- Charles Moody, R. Leiby, R. Canales Warehouse
M. Rizo, D. Pollock Loaders yard. C. Moody Crane cars.
R. Abner Crane stacking coke. K. Newcomer, R. Baumart "Nights"
Stretch Dazer spreading Dirt behind A. shed Co. Man water-
truck, All 8 HRS.

Thursday-10-25-18- Charles Moody, R. Leiby, R. Canales Warehouse
M. Rizo Loader, Chad Moody started on loader then went to
Crane D. Pollock working on crane with R. Abner, Abner also
helping with loader work. Ray Sims & C. Williams came
in to load Aluminum cars. Company people continue to
do work behind A shed.

Friday-10-26-18- Charles Moody, R. Leiby Warehouse M. Rizo
R. Abner Loaders yard. G. Moody Crane stacking coke.
D. Pollock with Mackenik working on a crane. K. Newcomer
and R. Baumart working Nights. Also most of the
Aluminum was taken from the Dock without I.L.A.
people same as before 6 or 8.

Miguel Rizo Sr.

Dock Steward.

ON Friday 10-26-18 I asked Steve Sellers about work for the weekend. He ~~then~~ ^{threw} his arms up, like I don't know.

K. Newcomer worked Saturday the 27, Randy Baumgart worked Sunday the 28th. Both have less seniority than I do.

Monday-10-29-18- Charles Moody, R. Leiby warehouse. M. Rizo R. Abner Loader's Yard. C. Moody D. Pollock working a self ship "The Sunda" Ray Kreias Signalman For Both. All working this ship except K. Newcomer. Are NANC I.L.A.

Tuesday-10-30-18- Charles Moody, R. Leiby warehouse M. Rizo Loader yard. R. Abner party on ship & helping me. C. Moody, D. Pollock cranes. Ray Kreias Signalman Both cranes. R. Sisk & C. Williams cleanup on the "Sunda" self ship. Stretch SR. helps on loader in the yard, while all our I.L.A. people sit at home because company will not train them.

Wednesday-10-31-18- Charles Moody, R. Leiby warehouse M. Rizo and Stretch SR. Loader yard. D. Pollock & C. Moody cranes on new ship R. Kreias Signalman K. Newcomer R. Baumgart working nights, maybe R. Abner. No I.L.A. people except K. Newcomer, because Midwest won't train them.

Miguel Rizo Sr.
Deck Steward

✓
Thursday-11-1-18- Charles Moody, R. Leiby, warehouse ^M Rizo loader
R. Abner Loader. D. Pollock working on MANCINNAN Ched Moody
Crane stacking new cargo old A-warehouse.
Kennew Comer & ^{Baumert} ~~Baumert~~ working nights.

Friday-11-2-18- Charles Moody & R. Leiby warehouse M. Rizo &
Stretch SR. Loaders yard. D. Pollock & R. Abner Loader coke ship.
C. Moody crane on a heavy lift Barge, with a small crew of some
I.L.A. people & some NON I.L.A. people, but some Co. people.
ON the coke ship, some company people were running Endmont
as per Ray Sims. But company won't train I.L.A. people.
Ted Brinkman was brought over from Stone Dock because he
has no work over there.

Monday-11-5-18- Charles Moody, R. Leiby, R. Canales warehouse
M. Rizo & Stretch SR. yard on loaders. Everybody else working
ON A SHIP UNLOADING Donite has no UNION checkers Jim
Hansen-Fritz doing the counting. At least 13 or 14

Tuesday-11-6-18- Charles Moody, R. Leiby, R. Canales ^{warehouse} ~~at~~
^{Stretch SR.} M. Rizo, ~~R. Abner~~ Loaders yard Everybody else worked ship
At least 13 or 14 A NON I.L.A. person OFF LOADED p.g. IRON
from a Railroad. 8 hrs

Night Reg. S.
Dock Steward.

✓
Wednesday- 11-7-18 - Charles Mandy, R. Leiby, R. Canales Warehouse
M. Rizo & R. Abner Loaders yard. D. Pollock crane stacking cargo
Chad Mandy coke cars. Company people doing water truck
Newcomer, Baumert Nights.

Thursday- 11-8-18. Charles Mandy, ~~R. Leiby~~, R. Canales Warehouse
M. Rizo & R. Leiby Loaders yard. C. Mandy coke cars. D. Pollock,
Working on crane. None I.L.A. doing water truck.
C. Williams & Ray Sims Warehouse, K. Newcomer, ~~R. Baumert~~
ON Nights.

Friday- 11-9-18. Charles Mandy, R. Leiby, R. Canales, Warehouse
M. Rizo, R. Abner Loaders yard. C. Mandy coke cars. D. Pollock
WORKING ON CRANE. K. Newcomer ~~R. Baumert~~ ^{Pollock} ON NIGHTS.
ON this date A Aluminum Barge came in.

Monday- 11-12-18 - Charles Mandy, R. Leiby, R. Canales Warehouse
M. Rizo AND R. Abner Loaders yard. C. Mandy working on a crane
Mackanic. ALSO ALUMINUM WAS TAKEN FROM THE DOCK
BY NONE I.L.A. people. Newcomer & ~~Baumert~~ ^{Pollock} NIGHTS.

Tuesday- 11-13-18. Charles Mandy ^{Warehouse} R. Leiby ^{Warehouse} R. Canales M. Rizo
R. Abner coke cars C. Mandy crane salt ship. No Sismen that I
KNOW OF. Krains signaled at 6: p.m. John Krains loader in Hatch.
this is why our people ^{Pollock} won't get trained.
Newcomer and ~~Baumert~~ WORKING NIGHTS.

ALUMINUM WAS TAKEN AT NIGHT ALL NONE I.L.A. people

Miguel Rizo
Dock Stevedore

✓
Wednesday-11-14-18- Charles Maddy, R. Canales warehouse
M. Rizo & R. Leiby loaders yard. C. Maddy, man signalman on
second salt ship R. Abner, crane on first ship "INIA"
Loader in Hatch JOHN Kreiss ~~was~~ Roath's Loader in Hatch
ON second salt ship, Hopper man Charles Williams
3 more I.L.A. people driving transfer trucks from Hopper
to back of Berth A, where a Dozer is pushing it up to a
pile Stretchberry SR. operator. R.R. DIAN unloader coke cars
None I.L.A. All because lack of training to I.L.A. people.
K. Newcomer and ^{POLLOCK} ~~R. B.~~ Nights.

Thursday-11-15-18- Charles Maddy, R. Canales, warehouse
M. Rizo & R. Leiby Loader yard on the salt ship 7 people
worked it, Daytime C. Bates signalman, C. Williams, Hopper
Crane C. Maddy. 3 truck drivers 1 Dozer Stretchberry SR.
Don't know drives names All But Williams & Bates None
I.L.A. No training. Newcomer & ^{POLLOCK} ~~R. B.~~ Nights.
Also three men were brought over to I.L.A. side, to bring Aluminum
into A-1 warehouse.

Friday-11-16-18- Charles Maddy R. Canales, C. Williams warehouse
M. Rizo & R. Leiby loaders yard C. Maddy crane stacking cargo
R. Abner loader pushing coke. Newcomer & ^{POLLOCK} ~~R. B.~~ Nights.

Miguel Rizo Sr.

Dick Stewart

Monday-11-19-18- Charles Moody R. Canales, R. Sims Warehouse
Mr. Rizo and R. Leiby Loaders yard, C. Moody Crane cake cars
R. Abner Crane stacking, salt. D. Pollock, ~~R. Abner~~, Newcomer Night

Tuesday-11-20-18- Charles Moody, R. Canales Warehouse. Mr. Rizo
R. Leiby Loader yard, R. Abner Crane stacking, salt, C. Moody
Cake Cars. D. Pollock was seen by me about 3:pm on loader
K. Newcomer & ^{Pollock} ~~Baumart~~ Nights.

Wednesday-11-21-18- Charles Moody, R. Canales, R. Sims Warehouse
Mr. Rizo, R. Leiby Loaders yard, C. Moody cake cars, R. Abner
WORKING ON CRANE. Pollock & Newcomer Nights.

Monday-11-26-18- Charles Moody & R. Canales Warehouse
Mr. Rizo & R. Leiby Loaders yard. Pollock & Chad Moody ON CRANE
PISTON. R. Abner MANTINON salt ship. C. Bates Signalman.
don't know who signaled on piston. Co. Men doing the Dozer.
Newcomer & Baumart Nights.

Tuesday-11-27-18- Charles Moody, R. Canales Warehouse. Mr. Rizo
R. Leiby Loader yard. Pollock & C. Moody Crane piston ship.
Co. People doing all the loader in Hater driving, don't
know of any signalman on day shift. no clean up crew.
Rob Abner on the MANTINON on salt ship. Bates Signalman
Newcomer & Baumart Nights.

Miguel Rizo Sr.
Dock Steward.

✓
Wednesday-11-28-18- Charles Mandy, R. Canales warehouse
M. Rizo, R. Leiby Loader yard. D. Pollock, C. Moody, R. Abner
ON THE "MANDARIN" salt ship. C. Bates ONE OF THE S/S ABILIZU N.
MO T.L.A. Loader MAN IN MATCHES. "NEW CORNER" & "BAUMART" NIGHT.
R.R. DAN doing coke cars in T.L.A. people

Thursday-11-29-18- Charles Mandy, R. Canales, Ray Sims Warehouse
M. Rizo, R. Abner Loader yard. C. Moody Crane stacking coke
D. Pollock Crane stacking salt IS. New Corner & Baumart, NIGHTS.
R.R. DAN continues to do Bargaining work, by off loading
Coke cars, while T.L.A. people sit at home

Friday-11-30-18- Charles Mandy, R. Canales, G. Fisher Warehouse
M. Rizo & Todd Brinkman Loader yard. D. Pollock & R. Abner
Coke ship. C. Moody Crane salt ship. Company people continue
to do Bargaining work.

Monday-12-3-18- Charles Mandy, R. Canales, Warehouse
M. Rizo, R. Abner Loader yard. R. Baumart & K. New Corner
UNLOADING Coke cars. D. Pollock stacking coke with crane

Tuesday-12-4-18- Charles Mandy, R. Canales warehouse. M. Rizo
R. Abner Loader yard. R. Baumart, K. New Corner Coke cars.
C. Moody Crane stacking coke Berth 5. D. Pollock Crane
stacking coke Berth A.

Miguel Rizo Sr.
Dock Steward

✓

Wednesday-12-5-18- Charles Moody, R. Leiby, R. Canales warehouse
M. Rizo & R. Abner Loader yard. K. Newcomer & R. Baumgart
Coke cars. D. Pollock Crane stacking Coke Berth 5. A. C. Moody
Crane stacking Coke Berth 5. Also Stretch Berry Sr. Loader
cleaning up. Jim Hassenfestz. Also was cleaning up, no
I.H.A. people were hired for this jobs.

Thursday-12-6-18- Charles Moody, R. Leiby warehouse M. Rizo
R. Abner Loader yard. K. Newcomer & R. Baumgart coke car
C. Moody Crane stacking Coke Berth 5. D. Pollock was
at work don't know what he's job was. Canales was
hired for the Barge then, after went to warehouse.

Friday-12-7-18- Charles Moody, R. Canales, R. Leiby warehouse
M. Rizo, R. Abner Loader yard, K. Newcomer, R. Baumgart
Rail cars. D. Pollock Equipment Maintenance.
Also All the Aluminum from the Barge over 4,000 Sows
were taken from the dock without I.H.A. people.
C. Moody Crane stacking Salt Berth 5.

Miguel Rigas
Dock Steward

✓
Monday-12-10-18- Charles Moody, R. Leiby, R. Canales
Watchhouse. M. Rizo Loader yard. C. Moody, R. Abner
worked the Manetawic. A. Coke ship till done. Then
C. Moody & D. Pollock went on cranes to start a salt
ship the "Federal Baltic" R. Abner Loader pushing up.
R. Kreias. Signal main company people were cleaning
Rail tankers, this could have been done by I.L.A. people.
At least 5 people were working.

From: [Joseph Mando](#)
To: [Freeman, Kelly](#)
Subject: FW: 2018 Order Of Call List
Date: Wednesday, April 3, 2019 4:50:15 PM

See below

From: acdvp@weyockey.com <acdvp@weyockey.com>
Sent: Wednesday, April 3, 2019 4:46 PM
To: Joseph Mando <mando@fhplaw.com>; 'Michael Baker' <mjbgldc@sbcglobal.net>
Cc: jbakerjr3737@aol.com
Subject: RE: 2018 Order Of Call List

We didn't get it since they quit sending any information to the Union on January 3rd 2018, and this years phantom list naturally has our guys moved down because even though they worked every hour available to them the scabs get the night hours and are ahead of them, in hours worked. Cleo Fisher didn't work today someone worked ahead of him.

I will try to get whatever lists I can for you

Yockey

From: Joseph Mando <mando@fhplaw.com>
Sent: Wednesday, April 3, 2019 11:55 AM
To: acdvp@weyockey.com; 'Michael Baker' <mjbgldc@sbcglobal.net>
Cc: jbakerjr3737@aol.com
Subject: 2018 Order Of Call List

Bill,

Do we have a copy of Midwest's 2018 Order of Call List. If so, please email a copy to me.

Joseph D. Mando
FAULKNER, HOFFMAN & PHILLIPS, LLC
One International Place
20445 Emerald Parkway Drive, Ste. 210
Cleveland, Ohio 44135-6029
Direct Dial: [216.453.0585](tel:216.453.0585).
Main: [216.781.3600](tel:216.781.3600).
Fax: [216.781.8839](tel:216.781.8839).
mando@fhplaw.com

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From: [Freeman, Kelly](#)
To: [Joseph Mando](#)
Subject: RE: NLRB - Region 8 Withdrawal of Recognition Case
Date: Wednesday, October 30, 2019 2:36:58 PM
Attachments: [AFF.08-CA-211702.W Yockey Signed Affidavit \(2\).pdf](#)

Joe,

Here is the affidavit Bill provided during the investigation.

Thanks,

Kelly Freeman
Field Attorney
National Labor Relations Board, Region 8
1240 East 9th Street, Suite 1695
Cleveland, Ohio, 44199-2086
Direct Line- 216-303-7378
Fax- 216-522-2418

From: Joseph Mando <mando@fhplaw.com>
Sent: Wednesday, October 30, 2019 2:09 PM
To: Freeman, Kelly <Kelly.Freeman@nrlb.gov>
Subject: Fwd: NLRB - Region 8 Withdrawal of Recognition Case

Please see below re: Yockey affidavit

Sent from my iPhone

Begin forwarded message:

From: Wm Yockey <acdvp@weyockey.com>
Date: October 30, 2019 at 1:52:26 PM EDT
To: Joseph Mando <mando@fhplaw.com>
Cc: Michael Baker <mjbglc@sbcglobal.net>, Jonah Grabelsky
<Grabelsky@fhplaw.com>
Subject: Re: NLRB - Region 8 Withdrawal of Recognition Case

Joe

I authorize you to receive my affidavit in regards to the withdrawal of recognition case with the NLRB

Get [Outlook for Android](#)

On Wed, Oct 30, 2019 at 11:37 AM -0400, "Joseph Mando" <mando@fhplaw.com>

wrote:

Bill,

Can you please send me an email confirming that you authorize Kelly Freeman and Region 8 to release a copy of the affidavit that you submitted in the withdrawal of recognition ULP to me?

Also, could you please resend the email containing the phone numbers of various individuals; I have searched my email and I do not have a record of the message.

Joseph D. Mando

FAULKNER, HOFFMAN & PHILLIPS, LLC

One International Place

20445 Emerald Parkway Drive, Ste. 210

Cleveland, Ohio 44135-6029

Direct Dial: [216.453.0585](tel:216.453.0585).

Main: [216.781.3600](tel:216.781.3600).

Fax: [216.781.8839](tel:216.781.8839).

mando@fhplaw.com

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From: [Joseph Mando](#)
To: [Freeman, Kelly](#)
Subject: Fwd: NLRB - Region 8 Withdrawal of Recognition Case
Date: Wednesday, October 30, 2019 2:09:07 PM

Please see below re: Yockey affidavit

Sent from my iPhone

Begin forwarded message:

From: Wm Yockey <acdvp@weyockey.com>
Date: October 30, 2019 at 1:52:26 PM EDT
To: Joseph Mando <mando@fhplaw.com>
Cc: Michael Baker <mjbglc@sbcglobal.net>, Jonah Grabelsky <Grabelsky@fhplaw.com>
Subject: Re: NLRB - Region 8 Withdrawal of Recognition Case

Joe

I authorize you to receive my affidavit in regards to the withdrawal of recognition case with the NLRB

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On Wed, Oct 30, 2019 at 11:37 AM -0400, "Joseph Mando" <mando@fhplaw.com> wrote:

Bill,

Can you please send me an email confirming that you authorize Kelly Freeman and Region 8 to release a copy of the affidavit that you submitted in the withdrawal of recognition ULP to me?

Also, could you please resend the email containing the phone numbers of various individuals; I have searched my email and I do not have a record of the message.

Joseph D. Mando
FAULKNER, HOFFMAN & PHILLIPS, LLC
One International Place
20445 Emerald Parkway Drive, Ste. 210
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mando@fhplaw.com

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From: [Freeman, Kelly](#)
To: [Joseph Mando](#)
Subject: RE: ILA L. 1982 Matters
Date: Tuesday, November 12, 2019 11:05:00 AM

I anticipate they will be issuing this week.

Kelly Freeman
Field Attorney
National Labor Relations Board, Region 8
1240 East 9th Street, Suite 1695
Cleveland, Ohio, 44199-2086
Direct Line- 216-303-7378
Fax- 216-522-2418

From: Joseph Mando <mando@fhplaw.com>
Sent: Tuesday, November 12, 2019 11:03 AM
To: Freeman, Kelly <Kelly.Freeman@nlrb.gov>
Cc: Jonah Grabelsky <Grabelsky@fhplaw.com>
Subject: ILA L. 1982 Matters

Kelly,

Do you have a time estimate related to the withdrawal of recognition and other dismissals?

Joseph D. Mando
FAULKNER, HOFFMAN & PHILLIPS, LLC
One International Place
20445 Emerald Parkway Drive, Ste. 210
Cleveland, Ohio 44135-6029
Direct Dial: [216.453.0585](tel:216.453.0585).
Main: [216.781.3600](tel:216.781.3600).
Fax: [216.781.8839](tel:216.781.8839).
mando@fhplaw.com

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by any persons for the purpose of (i) avoiding penalties that may be imposed under the Internal Revenue Code, or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

From: [Walters, Kimberly](#)
To: [Choe, Iva Y.](#); [Freeman, Kelly](#); [McGinley, Nora](#)
Cc: [Sophir, Jayme](#); [Szapiro, Miriam](#); [Compton, Kayce R.](#); [Shorter, LaDonna](#)
Subject: Midwest Terminals of Toledo, 08-CA-212483 & ILA, 08-CP-222038 (case closing email)
Date: Monday, July 15, 2019 1:56:04 PM

The Region submitted this case for advice on two issues: (1) what is the composition of the bargaining unit at the time the Employer withdrew recognition; and (2) whether the Union engaged in unlawful recognitional picketing in violation of Section 8(b)(7) after the Employer's withdrawal of recognition. Because of the specific circumstances of this case, we conclude that the Region should utilize a *Davison-Paxton*-based formula to determine membership in the bargaining unit for purposes of analyzing whether the Employer unlawfully withdrew recognition. We conclude also that the Region should dismiss the Section 8(b)(7) charge against the Union, absent withdrawal.

As to the first issue, the Board typically determines the eligibility of employees to vote in representation elections by using the formula set out in *Davison-Paxton Co.*, which includes part-time employees in the bargaining unit if they have worked an average of 4 hours or more per week during the quarter preceding the eligibility date. 185 NLRB 21, 24 (1970). *See e.g., Modern Food Market*, 246 NLRB 884 (1979) (using the *Davison-Paxon* formula to determine eligibility of a part-time clerk in a RM election). In some special circumstances, such as lengthy breaks in employment or the seasonal nature of the business, the Board may also look at time periods other than the quarter preceding the eligibility date. *Pavilion at Crossing Pointe*, 344 NLRB 582, 582-83 (2005) (Board looked at periods before and after a lengthy hiatus to assess whether employees had sufficient employment to be counted as regular part-time). *See also Marquette General Hospital, Inc.*, 218 NLRB 713, 714 (1975) (on-call employees who had worked at least 120 hours in either of the two 3-month periods preceding the eligibility date were eligible); *NLRB v. Western Temporary Services, Inc.*, 821 F.2d 1258, 1269 (7th Cir. 1987) (an eligibility formula requiring an average of at least 4 hours over the past 6 months, rather than a shorter time period, accommodates the seasonal nature of the employer's business). *Cf. Steiny & Co.*, 308 NLRB 1323, 1326 (1992) (in the construction industry, employees may be eligible to vote if they meet either of two standards: employed 30 days or more within the 12 months preceding the eligibility date, or some employment within the past 12 months and have been employed for 45 days or more within the 24-month period preceding the eligibility date).

Unlike in the representational context, the Board does not typically use the *Davison-Paxon* formula where there is an existing bargaining history that defines the agreed-upon unit. In those scenarios, the Board, in determining the scope of the unit, looks at the recognized unit description, as opposed to the unit described in the original certification. *See Tom Kelly Ford, Inc.*, 264 NLRB 1080, 1081-82 (1982) ("If the parties have, by agreement, changed the scope of the bargaining unit, then it is that unit which is the appropriate unit for a decertification election."); *Bell & Howell Airline Services Co.*, 185 NLRB 67, 68 (1970). In addition, where the workforce composition includes seasonal and variable employees (such as the one here), the Board, in determining which employees are included in the unit, focuses on whether the employees have a reasonable expectation of future work. *See See's Candy Shops, Inc.*, 231 NLRB 156 (1977).

Here, although the parties have an existing bargaining history, the collective-bargaining agreement

unit description (which includes “all stevedore and warehouse employees...” with no temporal restrictions), is insufficiently descriptive to ascertain the agreed-upon composition of the unit. This is particularly true as to the reasonable expectation of future work of the casual employees such that they should be included in the unit, some of whom may have appeared for work only one day in the previous season. Given these circumstances, the Region should therefore use the Board’s *Davison-Paxton* formula to determine the bargaining unit’s composition. However, because of the seasonal nature of the Employer’s business, the last day of the 2017 shipping season should be used, rather than the date of withdrawal of recognition, for purposes of these calculations. Applying this formula, employees are to be included in the bargaining unit if they averaged 4 hours or more per week in either the quarter (13-week period) preceding the end of the shipping season or throughout the entire 2017 shipping season. The Region will then be able to determine whether the petition signers comprised a majority of the employees in the bargaining unit.

In order to do this calculation, the Region will first have to make merit determinations on the pending unfair labor practice charges alleging unlawful subcontracting and other unlawful removals of bargaining unit work by the Employer. If any of the allegations are meritorious, the Region will need to determine the number of hours of bargaining unit work the Employer unlawfully removed from the unit. The Region should then utilize that number to determine if additional employees could have made the eligibility cutoff for the bargaining unit. To do so, the Region need not determine which specific employees would have been assigned the work had that work not been unlawfully removed. Rather, because an employee would need to have worked at least 52 hours in the 13 week quarter preceding the end of the shipping season to meet the *Davison-Paxton* standard for eligibility, the Region need only subtract from 52 the total number of actual hours worked of each employee below the eligibility cutoff for *Davison-Paxton*, in descending order, until the total number of hours unlawfully removed from the unit is exhausted.

The Employer argues that the unit only contains 21 employees based on its use of the *Davison-Paxton* formula. Since there were only 14 signatures on the disaffection petition, the Employer’s withdrawal would be unlawful if the bargaining unit contains at least 29 employees, or 8 more than the Employer’s calculation. If the Employer unlawfully transferred out at least 416 hours of bargaining unit work during that quarter, the Employer’s withdrawal would be necessarily unlawful. [416 hours=8x52] The same calculation can also be made for eligibility in the unit based on the average number of hours over the entire season and the total amount of unit work unlawfully transferred out during the season. If the Region finds that there should be 8 additional employees in the unit based on either version of the unlawfully removed hours calculation, then the withdrawal of recognition was unlawful.

The Region should contact Advice if this calculation method results in a finding that a majority of employees signed the disaffection petition. If, based on the above calculation method, an insufficient percentage of the bargaining-unit employees signed the petition such that the withdrawal was unlawful, the Region, in litigating the case, should argue for the *Davison-Paxton* formula here but also urge the Board to consider other feasible ways of determining the composition of the unit, including those presented by the Charging Party.

Based on the determinations of the other pending unfair labor practice allegations, the Region

should also do a *Master Slack* analysis of the Employer's withdrawal of recognition, if appropriate. If the Employer's withdrawal of recognition is found unlawful on that basis, the above calculations may be unnecessary.

As to the second issue submitted for advice, we agree with the Region that the Section 8(b)(7) charge should be dismissed. An allegation of unlawful recognitional picketing assumes that a representation petition could be filed and that there is an unresolved question concerning representation. Conversely, a Section 8(a)(5) charge presumes that there is no question concerning representation. *Hod Carriers Local 840 (Blinne Construction Co.)*, 135 NLRB 1153, 1166 n.24 (1962). A union's picketing does not violate 8(b)(7)(C) where there is a pending 8(a)(5) charge, even if that charge is later found to be non-meritorious. See *Local 250, Hospital Workers Union (Shoreline South Intermediate Care, Inc.)*, 300 NLRB 108 (1990) (finding that the 30-day restriction for a union to file a petition when engaged in recognitional picketing pursuant to Section 8(b)(7) does not begin to run until the date that the Board dismissed the pending 8(a)(5) allegation). The Region can therefore dismiss the 8(b)(7) charge now on the basis that the Union cannot be engaged in unlawful recognitional picketing when there is an 8(a)(5) allegation pending before the Board.

This email closes this case in Advice. Please feel free to contact us with any questions or concerns.

Kimberly A. Walters

National Labor Relations Board

Division of Advice

202-273-1040

kimberly.walters@nrlrb.gov



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 8
1240 E 9TH ST
STE 1695
CLEVELAND, OH 44199-2086

Agency Website: www.nlrb.gov
Telephone: (216)522-3715
Fax: (216)522-2418

November 18, 2019

Joseph D. Mando, Esq.
Faulkner, Hoffman & Phillips, LLC
One International Place
20445 Emerald Pky. Dr., Ste. 210
Cleveland, OH 44135

Matthew T Hurm, Esq.
20445 Emerald Pkwy Ste 210
Cleveland, OH 44135-6029

Re: Midwest Terminals of Toledo International,
Inc.
Case 08-CA-212483

Dear Mr. Mando, Mr. Hurm:

We have carefully investigated and considered your charge that MIDWEST TERMINAL OF TOLEDO INTERNATIONAL, INC. has violated the National Labor Relations Act.

Decision to Dismiss: Based on that investigation, I have decided to dismiss your charge for the reasons discussed below.

Your charge, filed on January 4, 2018 alleges that Midwest Terminals of Toledo International, Inc. (Employer) violated Section 8(a)(1) and (5) of the Act by withdrawing recognition from the Union.

Due to the Employer's practice of hiring employees on an as-needed basis, the issue of how to determine which employees constituted the bargaining unit at the time of the Employer's withdrawal of recognition was submitted to the Division of Advice. The Division of Advice instructed the Region to apply a modified version of the formula set forth in Davison-Paxon Co.¹ Application of the formula revealed that a majority of employees in the unit signed the disaffection petition leading to the Employer's withdrawal of recognition.

Having established that a majority of employees signed the petition, the Region next considered whether the Employer's unremedied unfair labor practices tainted the reliability of the disaffection petition pursuant to the test set forth in Master Slack, 271 NLRB 78 (1984). The Region recognized that the Employer's failure to comply with several Board Orders left substantial unfair labor practices unremedied at the time of the Employer's withdrawal of recognition. These unfair labor practices included, but were not limited to, the termination of the Local Union President, cessation of dues check-off, cessation of informal crane training, changes to the way aluminum was loaded, and changes to the way employees were placed on the skilled list. In addition, the Region recently made a merit determination in Case 08-CA-204544 that the

¹¹ Davison-Paxon Co., 185 NLRB 21 (1970)

Employer, in the months preceding the withdrawal of recognition, engaged in direct dealing and made unilateral changes to employees' working conditions concerning aluminum work.

While the Region considered that the Employer's unremedied unfair labor practices reasonably could cause the employees' disaffection with the Union, the investigation revealed that the employee disaffection was directly caused by other factors. The evidence supported that the loss of employee support was caused by the Union's discriminatory conduct towards certain members of the bargaining unit, including the Union's refusal to allow certain employees to become members of the Union, the Union's attempt to collect dues from these same employees, its threats to have them terminated if they did not pay, and the Union's denial of line work to certain employees. The Union's actions were the subject of numerous unfair labor practice charges, which resulted in the issuance of two consolidated complaints. Those allegations remained unremedied at the time of the Employer's withdrawal of recognition.

The investigation also revealed that the Union's decision to picket at the facility led to employees signing the disaffection petition. While the picketing was found to be lawful by the Regional Director and the Office of Appeals, the investigation revealed that it caused resentment towards the Union among many bargaining unit employees.

While the Board does not consider the subjective mindset of the employees who sign decertification petitions, it must consider direct evidence that employees disaffection was caused by factors other than an employer's unfair labor practices. Here, the evidence revealed that employee disaffection with the Union arose independently from the Employer's unfair labor practices. Thus, a causal connection between the Employer's actions and the employees' loss of support for the Union could not be established.

Due to the above reasons, I am declining to issue complaint in this matter.

Your Right to Appeal: You may appeal my decision to the General Counsel of the National Labor Relations Board, through the Office of Appeals.

Means of Filing: An appeal may be filed electronically, by mail, by delivery service, or hand-delivered. To file electronically using the Agency's e-filing system, go to our website at www.nlrb.gov and:

- 1) Click on E-File Documents;
- 2) Enter the NLRB Case Number; and,
- 3) Follow the detailed instructions.

Electronic filing is preferred, but you also may use the enclosed Appeal Form, which is also available at www.nlrb.gov. You are encouraged to also submit a complete statement of the facts and reasons why you believe my decision was incorrect. To file an appeal by mail or delivery service, address the appeal to the **General Counsel at the National Labor Relations Board, Attn: Office of Appeals, 1015 Half Street SE, Washington, DC 20570-0001**. Unless filed electronically, a copy of the appeal should also be sent to me.

The appeal MAY NOT be filed by fax or email. The Office of Appeals will not process faxed or emailed appeals.

Appeal Due Date: The appeal is due on **December 2, 2019**. If the appeal is filed electronically, the transmission of the entire document through the Agency's website must be completed **no later than 11:59 p.m. Eastern Time** on the due date. If filing by mail or by delivery service an appeal will be found to be timely filed if it is postmarked or given to a delivery service no later than December 1, 2019. **If an appeal is postmarked or given to a delivery service on the due date, it will be rejected as untimely.** If hand delivered, an appeal must be received by the General Counsel in Washington D.C. by 5:00 p.m. Eastern Time on the appeal due date. If an appeal is not submitted in accordance with this paragraph, it will be rejected.

Extension of Time to File Appeal: The General Counsel may allow additional time to file the appeal if the Charging Party provides a good reason for doing so and the request for an extension of time is **received on or before December 2, 2019**. The request may be filed electronically through the *E-File Documents* link on our website www.nlr.gov, by fax to (202)273-4283, by mail, or by delivery service. The General Counsel will not consider any request for an extension of time to file an appeal received after December 2, 2019, **even if it is postmarked or given to the delivery service before the due date**. Unless filed electronically, a copy of the extension of time should also be sent to me.

Confidentiality: We will not honor any claim of confidentiality or privilege or any limitations on our use of appeal statements or supporting evidence beyond those prescribed by the Federal Records Act and the Freedom of Information Act (FOIA). Thus, we may disclose an appeal statement to a party upon request during the processing of the appeal. If the appeal is successful, any statement or material submitted with the appeal may be introduced as evidence at a hearing before an administrative law judge. Because the Federal Records Act requires us to keep copies of case handling documents for some years after a case closes, we may be required by the FOIA to disclose those documents absent an applicable exemption such as those that protect confidential sources, commercial/financial information, or personal privacy interests.

Very truly yours,



IVA Y. CHOE
Acting Regional Director

IYC:cj

Enclosure

cc: Ronald L. Mason, Attorney
Mason Law Firm Co., L.P.A.
PO Box 398
Dublin, OH 43017-0398

Midwest Terminals of Toledo International, - 4 - November 18, 2019
Inc.
Case 08-CA-212483

Aaron T. Tulencik, Esq.
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Fred Deichert
Midwest Terminal of Toledo
International, Inc.
383 W Dussel Dr
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William E. Yockey, International Rep.
International Longshoremen's
Association, Local #1982
2300 Ashland Ave, Ste 225
Toledo, OH 43620-1280



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
OFFICE OF THE GENERAL COUNSEL
Washington, DC 20570

December 2, 2019

JOSEPH D. MANDO, ESQ.
MATTHEW T HURM, ESQ.
FAULKNER, HOFFMAN & PHILLIPS, LLC
ONE INTERNATIONAL PLACE
20445 EMERALD PKY. DR STE 210
CLEVELAND, OH 44135

Re: Midwest Terminals of Toledo International,
Inc.
Case 08-CA-212483

Dear Mr. Mando, Mr. Hurm:

We are granting your request for an extension of time to file an appeal to December 16, 2019. You must file your appeal electronically through the Agency's e-filing system or by U.S. mail or by private delivery service. Do not fax or email your appeal. This office will not process faxed or emailed appeals.

To ensure that your appeal is processed, please read and follow carefully the instructions below. We encourage you to file your appeal electronically through the Agency's e-filing system on the website www.nlrb.gov. If you choose to e-file your appeal, remember to allow enough time to complete the e-filing process by 11:59 pm (E.T.) on December 16, 2019. Otherwise, your appeal will be late.

- 1) Click on E-File documents;
- 2) Enter your NLRB Case Number; and,
- 3) Follow the detailed instructions.

If you file by mail or by delivery service, your appeal will be timely if it is postmarked or given to a delivery service no later than December 15, 2019. If your appeal is postmarked or given to a delivery service on the due date or after, this office will reject it as untimely. The Region must receive a copy by the same date. If hand delivered, an appeal must be received by

the General Counsel in Washington, D.C. by 5:00 p.m. E.T. on the appeal due date. If you do not submit an appeal in accordance with this paragraph, this office will reject it.

Sincerely,

Peter Barr Robb
General Counsel



By:

Mark E. Arbesfeld, Director
Office of Appeals

cc: IVA Y. CHOE
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS
BOARD
1240 E 9TH ST STE 1695
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Confirmation Number	1012536548
Date Submitted	Monday, December 2, 2019 12:05 PM (UTC-05:00) Eastern Time (US & Canada)
Case Name	Midwest Terminals of Toledo International, Inc.
Case Number	08-CA-212483
Filing Party	Charging Party
Name	Jonah D Grabelsky
Email	grabelsky@fhplaw.com
Address	20445 Emerald Pkwy. Suite 210 Cleveland OH 44135
Telephone	2167813600
Fax	
Original Due Date	12/2/2019
Date Requested	12/16/2019

Reason for Extension of Time	<p>Charging Party, International Longshoremen's Association, Local 1982 ("Local 1982"), respectfully requests that the General Counsel grant its request for extension of time to file its appeal to the Regional Director's refusal to issue complaint in the instant matter.</p> <p>The original deadline by which Local 1982 shall file its Appeal is December 2, 2019. Local 1982's counsel is concurrently engaged in other complex litigation and labor commitments with deadlines throughout December 2019, including actions in the National Labor Relations Board, Federal Court, union elections, and grievances. Therefore, Local 1982 respectfully requests a 14-day extension, until Monday, December 16, 2019 within which to file its Appeal.</p> <p>Sec. 102.19 provides that a party shall seek the approval of the General Counsel for permission to extend the period of time to file an appeal. Local 1982 has made no prior requests for an extension of time in the instant matter, and its current request has been made on or before the original deadline prescribed by the General Counsel. See <i>Central Enterprises, Inc.</i>, 239 NLRB 1270, 1271 (1979). This request is not made in bad faith or for the purposes of delay, but rather to afford Local 18's counsel sufficient time to prepare its Appeal in light of its existing litigation obligations. See <i>Vintage Homes, Inc.</i>, 240 NLRB 609, 610 (1979). Accordingly, Local 1982 has demonstrated good cause to grant an extension of time for the filing of Appeal in the instant matter.</p>
Parties Served	

From: [No-Reply](#)
Bcc: ["rmason@maslawfirm.com"](#); ["atulencik@maslawfirm.com"](#); ["hurmf@fhplaw.com"](#); ["mando@fhplaw.com"](#); ["Jonah Grabelsky"](#)
Subject: Extension of Time to File Appeal in, Midwest Terminals of Toledo International, Inc. Case 08-CA-212483. Granted to December 16, 2019
Date: Tuesday, December 3, 2019 12:01:00 PM
Attachments: [EOT.08-CA-212483.Appeals EOT Reply \(2\).docx](#)

Good day,

This is to notify you that the charging party's request for an extension of time to file an Appeal in the above-captioned case has been granted by the Office of Appeals, NLRB. Please see the attached letter confirming these details. We are sending this confirming letter via e-mail only. No paper letter will be mailed.

Thank you

Office of Appeals
National Labor Relations Board
1015 Half Street, S.E., Suite 4093
Washington D.C. 20570
O: 202 273-3756



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
OFFICE OF THE GENERAL COUNSEL
Washington, DC 20570

December 2, 2019

JOSEPH D. MANDO, ESQ.
MATTHEW T HURM, ESQ.
FAULKNER, HOFFMAN & PHILLIPS, LLC
ONE INTERNATIONAL PLACE
20445 EMERALD PKY. DR STE 210
CLEVELAND, OH 44135

Re: Midwest Terminals of Toledo International,
Inc.
Case 08-CA-212483

Dear Mr. Mando, Mr. Hurm:

We are granting your request for an extension of time to file an appeal to December 16, 2019. You must file your appeal electronically through the Agency's e-filing system or by U.S. mail or by private delivery service. Do not fax or email your appeal. This office will not process faxed or emailed appeals.

To ensure that your appeal is processed, please read and follow carefully the instructions below. We encourage you to file your appeal electronically through the Agency's e-filing system on the website www.nlrb.gov. If you choose to e-file your appeal, remember to allow enough time to complete the e-filing process by 11:59 pm (E.T.) on December 16, 2019. Otherwise, your appeal will be late.

- 1) Click on E-File documents;
- 2) Enter your NLRB Case Number; and,
- 3) Follow the detailed instructions.

If you file by mail or by delivery service, your appeal will be timely if it is postmarked or given to a delivery service no later than December 15, 2019. If your appeal is postmarked or given to a delivery service on the due date or after, this office will reject it as untimely. The Region must receive a copy by the same date. If hand delivered, an appeal must be received by

the General Counsel in Washington, D.C. by 5:00 p.m. E.T. on the appeal due date. If you do not submit an appeal in accordance with this paragraph, this office will reject it.

Sincerely,

Peter Barr Robb
General Counsel



By:

Mark E. Arbesfeld, Director
Office of Appeals

cc: IVA Y. CHOE
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS
BOARD
1240 E 9TH ST STE 1695
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cl

December 16, 2019

ELECTRONICALLY FILED

General Counsel
ATTN: Office of Appeals
National Labor Relations Board
1015 Half Street S.E.
Washington, D.C. 20570-0001

**Re: Notice Of Appeal
(Midwest Terminal of Toledo, International, Inc., 08-CA-212483)**

Dear Sir:

This firm is legal counsel to International Longshoremen's Association Local 1982, AFL-CIO ("Union" or "Local 1982") in the above referenced unfair labor practice case. Please be advised that an appeal is hereby taken to the General Counsel of the National Labor Relations Board from the action of the Regional Director in refusing to issue a complaint against Midwest Terminals of Toledo, Inc. ("Midwest" or the "Company") in the above referenced case. A copy of Local 1982's completed Appeal Form is attached to this letter as **Union Exhibit 1**, and incorporated herein by reference as if it was set forth at length.

Contrary to the Region's findings, for the reasons set forth herein, Midwest has violated Sections 8(a)(1) and 8(a)(5) of the Act as alleged in the unfair labor practice charge initiating this Case. Midwest's actions in this Case, as well as in other pending cases with Local 1982 have established its anti-union animus and demonstrated that Midwest has no regard for the Board or federal labor law. This Case and the underlying unfair labor charge are the result of Midwest's exploitation of the Board's processes and procedures at the expense of its bargaining unit employees' rights under Section 7 of the Act. Due to the serious consequences of Midwest's actions in this Case and Midwest's lengthy history of unfair labor practices, the Union requests that the Board issue a complaint against Midwest; the Union is also seeking injunctive relief pursuant to Section 10(j) of the Act in this Case.

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National Labor Relations Board
ATTN: Office of Appeals
December 16, 2019
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I. FACTUAL BACKGROUND

A. Midwest's Failure to Comply With Its Obligations Under the Applicable Collective Bargaining Agreement Is Well Documented.

At all relevant times herein, Local 1982 has served as the exclusive collective bargaining representative for certain of Midwest's bargaining unit employees. These bargaining unit employees have traditionally been engaged in stevedoring and warehousing work, including, but not limited to loading, unloading, securing, and untying of ships and cargo at Midwest's dock and warehouse(s), which are generally located along the Maumee River, at the Port of Toledo, Ohio. Prior to the charge initiating this Case being filed, Local 1982 and Midwest had a collective bargaining relationship that spanned decades. The Parties' most recent collective bargaining agreement has effective dates of January 1, 2006 through December 31, 2010; a copy of this collective bargaining agreement is attached to this letter as **Union Exhibit 2**. At and around the time of the charge initiating this Case, the Union and Midwest had engaged in years of collective bargaining for a successor collective bargaining agreement, with no agreement being reached.

To say that the collective bargaining relationship between Local 1982 and Midwest has been contentious would be a drastic understatement. For instance, since contract negotiations began between Local 1982 and Midwest in or around 2010-2011, the Union and its members and/or representatives have filed dozens of unfair labor practices against Midwest. Additionally, Local 1982 has been forced to initiate lawsuits against Midwest for its failure and refusal to abide by the terms and conditions of the Parties' collective bargaining agreement, including its failure to establish employee benefit funds (United States Sixth Circuit Court of Appeals Case No. 19-3319) and its failure to arbitrate several long pending grievances (United States Federal District Court for the Northern District of Ohio Case No. 3:13-cv-868).

B. Midwest Unlawfully Withdrew Recognition from Local 1982 and Local 1982 Filed the Initiating Unfair Labor Practice Charge in this Case.

By letter dated January 3, 2018, Midwest's legal counsel informed Local 1982 Co-Trustee William E. Yockey that the Company had "withdrawn recognition" of Local 1982, based on its receipt of a petition purportedly signed by a majority of bargaining unit employees ("Withdrawal Letter"). A copy of the Withdrawal Letter is attached as **Union Exhibit 3**. Local 1982 filed the initiating charge against Midwest on January 3, 2018, alleging the following ("Charge"):

Today, based solely on signatures on a decertification petition, the Employer has allegedly unilaterally withdrawn recognition of the Union, even though the

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National Labor Relations Board
ATTN: Office of Appeals
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Employer has engaged in unfair labor practices to undercut union support... By these acts and conduct, the Employer, by and through its officers, agents, and representatives has interfered with, restrained, and coerced, and is interfering with, restraining, and coercing its employees in the exercise of their rights to self-organization, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purposes of collective bargaining or other mutual aid or protection, or to refrain from any or all such activities, which rights are guaranteed in Section 7 of the Act, in violation of Sections 8(a)(1)) and/or 8(a)(5). As such violations pose a real danger of creating industrial unrest and/or of undermining employee support for the union, International Longshoremen's Association, Local 1982 requests relief under Section 10(j) of the Act.

A copy of the Charge is attached to this letter as **Union Exhibit 4**.

The Charge remained pending from January 3, 2018, until November 18, 2019, when NLRB Region 8, Acting Regional Director Iva Y. Choe issued the Region's Decision to Dismiss the Charge ("Dismissal"). A copy of the Dismissal is attached to this letter as **Union Exhibit 5**. The Dismissal is based on the following findings by the Region:

- The NLRB Division of Advice's instruction that the composition of the bargaining unit should be based on a modified version of the formula established in *Davison-Paxon Co.*, 185 NLRB 21 (1970). With the modified application of this formula, the Region apparently determined that a majority of the employees in the bargaining unit signed the disaffection petition.
- The Region recognized that Midwest committed several unfair labor practices that were unremedied at the time of the Withdrawal Letter. Midwest's unremedied unfair labor practices included: (i) the unlawful termination of Local 1982's Local Union President from his employment with Midwest; (ii) the unlawful cessation of dues checkoff; (iii) the unlawful cessation of informal crane training for bargaining unit employees; (iv) unlawful changes to the way that aluminum was loaded; and (v) engaging in direct dealing with bargaining unit employees and making unilateral changes to the bargaining unit employees' working conditions. The Dismissal explained that these unremedied unfair labor practices "...reasonably could cause the employees' disaffection with the Union[.]" (collectively the "Unremedied Midwest ULP's").¹

¹ To date, Midwest has not complied with the Board Orders in the Unremedied ULP's.

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- Notwithstanding the Unremedied Midwest ULP's, the Region determined that intervening factors actually caused the bargaining unit members to become disaffected with the Union, including the Union's alleged: (i) refusal to permit certain bargaining unit employees to become Union members; (ii) attempts to collect dues from said employees; (iii) threats to have bargaining unit employees fired if they did not pay Union dues; and (iv) denial of lines work to certain employees. In addition, the Region determined that the Union's decision to lawfully picket the Company's facility also contributed to its loss of support among the bargaining unit members (these findings are collectively referred to as the "Intervening Factors").
- The Region found that certain independent factors, other than the Unremedied Midwest ULP's, caused bargaining unit employees to become disaffected with the Union. Hence, it concluded that there was not a causal connection between the Unremedied Midwest ULP's and the Union's lack of support from bargaining unit members.

As established herein, Local 1982 maintains that the Region erred by failing to issue a complaint on the Charge. In sum, the Region failed to consider, much less analyze the impact that the Unremedied Midwest ULP's had on bargaining unit employees' support for the Union under *Master Slack Corp.*, 271 NLRB 78, 84 (1984). Local 1982 contends that the Region cannot simply reach a conclusion that alleged "independent factors" resulted in the Union's loss of support among bargaining unit members, without first conducting an analysis of the *Master Slack* factors. In this Case, the Union maintains that the Unremedied Midwest ULP's were of such a significant magnitude that they fundamentally destroyed the Union's status as exclusive bargaining agent even before the Withdrawal Letter was issued. Indeed, Midwest's exploitation of the Board's internal processes to delay the resolution of the Unremedied Midwest ULP's sent a strong message that: (i) the Union and the Board were powerless to protect bargaining unit employees from unjust discipline or discharge; (ii) the Union lacked sufficient power to prevent Midwest from making unilateral changes to the Parties' established terms and conditions of employment, including on issues such as training for higher paying positions and the assignment of work to the bargaining unit; (iii) Midwest could bargain directly with bargaining unit members to the exclusion of the Union; (iv) the Company could refuse to deduct and collect Union dues, forcing the Union to pursue bargaining unit members directly for such amounts; and (v) Midwest had the power to terminate any bargaining unit employee in violation of the Act, including the Union's President. Local 1982 maintains that any rational bargaining unit member would become disaffected with his or her union after working in an environment dominated by the Unremedied Midwest ULP's. Moreover, this is precisely the environment that Midwest sought to create through its various unfair labor practices, all of which were designed to erode employee support for the Union. Having sown the seeds of disaffection among the bargaining

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unit through the Unremedied Midwest ULP's, Midwest capitalized on the situation and used its unlawful conduct as a basis for the Withdrawal Letter. The Union maintains that such a strategy violates both the letter and the spirit of the Act.

C. The Unremedied Midwest ULP's are Severe and Pervasive; They Undermined the Union's Status and Support Among Bargaining Unit Employees.

The Withdrawal Letter and the Charge must be viewed in context with the Unremedied Midwest ULP's in the following cases:

- *Midwest Terminals of Toledo Internatl., Inc.*, 365 NLRB No. 134 (Oct. 11, 2017) (Case Nos. 08-CA-119493, 08-CA-119535) – Midwest violated Sections 8(a)(1), (3), (4), and (5) of the Act when it : (i) failed to bargain at the Union's request over providing seat time for crane trainees; (ii) unilaterally changed its informal training practices; (iii) discriminatorily discharged Union President Otis Brown; (iv) discriminatorily denied Union Vice President Prentis Hubbard pay for his support for and activities on behalf of the Union or because of his participation in the Board's processes; and (v) threatened employees with a delay in processing their workers' compensation claims if they engaged in activities on behalf of the Union.
- *Midwest Terminals of Toledo Internatl., Inc.*, 365 NLRB No. 138 (Oct. 11, 2017) (Case Nos. 08-CA-135971, 08-CA-136613) – Midwest violated Sections 8(a)(1), (3) and (5) of the Act when it: (i) discriminatorily denied employee Fred Victorian, Jr. placement on the skilled list; (ii) unilaterally implemented changes in the criteria for inclusion on the skilled list; and (iii) discriminatorily disciplined and terminated employee Don Russell.
- *Midwest Terminals of Toledo Internatl., Inc.*, 365 NLRB No. 157 (Dec. 15, 2017) (Case Nos. 08-CA-038092, 08-CA-038581, 08-CA-038627, 08-CA-063901, 08-CA-073735, 08-CA-092476, 08-CA-097760, 08-CA-098016) – Midwest violated Sections 8(a)(1), (3), and (5) of the Act when it: (i) refused and failed to comply with the dues-checkoff provision of the May 22, 2012 MOU with Local 1982; (ii) refused to assign work to employees because of their support for and activities on behalf of the Union or other protected concerted activities; (iii) threatened not to hire employees because they filed grievances under the CBA and ULP charges with the NLRB; (iv) threatened employees with future discipline because they filed a grievance; (v) coercively told employees that the Union had caused them to lose overtime; (vi) threatened to remove from the job or discharge employees because they engaged in union and/or other protected concerted

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National Labor Relations Board
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activity; and (vii) grabbed employees because they engaged in union and/or other protected concerted activity.

On August 8, 2019, the United States Court of Appeals for the D.C. Circuit affirmed the Board's decisions in the Unremedied Midwest ULP's in D.C. Cir. Case No. 17-1238.² Noting the specious grounds for Midwest's appeal, the D.C. Cir. noted, "Midwest's efforts to overturn the Board's factual findings, motive determinations, and credibility judgments come nowhere close to meeting [the] strict standards [required to overturn the Board's findings on such issues]." Midwest's position before the D.C. Circuit is simply a further illustration of its obstructionist tact throughout the Unremedied Midwest ULP's, which has delayed enforcement in each such case. Taken together, the Unremedied Midwest ULP's can only be seen as a focused strategy to weaken, financially strain, and ultimately break the Union. While Midwest lost before the Board and at the D.C. Circuit, based on the Dismissal, it has ultimately prevailed through its obstructionist tactics. The Union maintains that the Region's determination sets a dangerous precedent by encouraging other anti-union employers that are not afraid of attorneys' fees to utilize similar tactics.

II. LEGAL ANALYSIS

A. The Region was Required to Undertake an Analysis of the *Master Slack* Factors in this Case Prior to the Dismissal Being Issued.

In cases where an employer with unremedied unfair labor practices refuses to bargain with or recognize a labor union after it receives an employee petition to decertify the union, the Board will apply the so-called *Master Slack* test to determine whether the unremedied unfair labor practices encouraged employees to sign the decertification petition. *Regency House of Wallingford, Inc.*, 347 NLRB 173, 187-188 (2006), citing, *Hillhaven Rehabilitation Center*, 325 NLRB 202 (1997); see also, *Overnite Transp. Co.*, 333 NLRB 1392, 1393 (2001). The *Master Slack* factors are: (i) the length of time between the unfair labor practices and the withdrawal of recognition; (ii) the nature of the violation, including the possibility of a detrimental or lasting effect on employees; (iii) the tendency of the violation to cause employee disaffection; and (iv) the effect of the unlawful conduct on employees' morale. *Master Slack Corp.*, supra., at 84. Where such a causal connection is found, precedent establishes that the employer's withdrawal of recognition is "tainted," making the withdrawal of recognition invalid and unlawful. See e.g., *Veritas Health Services, Inc.*, 895 F3d 69 (D.C. Cir., 2018)(finding that the employer's unremedied unfair labor practices tainted any decertification effort); *Overnite Transp. Co.*, 333 NLRB 1392 (2001)(finding a causal connection between an employer's unremedied unfair labor practices and bargaining unit employee disaffection; the decertification petition was thusly

² This Case was consolidated with D.C. Cir. Case Nos. 18-1094; 17-1239; 18-1093; 18-1017; and 18-1049.

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“tainted”); *Wire Prods. Mfg. Corp.*, 326 NLRB 625 (1998)(finding that an employer’s unremedied unfair labor practices tainted the employee decertification petition upon which the employer relied in withdrawing recognition from the union). Here, the Dismissal demonstrates that the Region failed to apply the *Master Slack* test with respect to the Unremedied Midwest ULP’s. Moreover, while the Region recognized that the Unremedied Midwest ULP’s could have had a causal connection to bargaining unit employee disaffection with the Union, it largely disregarded such finding.

The *Master Slack* factors establish a causal relationship between the Unremedied Midwest ULP’s and the disaffection of bargaining unit employees for the Union as follows:

- The length of time between the unfair labor practices and the withdrawal of recognition:

All of the Unremedied Midwest ULP’s are, in fact, “unremedied” and ongoing to date even though many of the initiating unfair labor practice charges were filed several years (in some cases more than ten years) ago. Thus, as the Board reasoned in *Overnite Transp. Co.*, *supra.*, it is impossible for the coercive effect of the unfair labor practices to have dissipated, hence, satisfying the first prong of the *Master Slack* test. *Id.*, at 1395.

- The nature of the violations, including the possibility of a detrimental or lasting effect on employees:

The Unremedied Midwest ULP’s include the following unlawful activities by Midwest: (i) failure to bargain over crane training; (ii) unilaterally changing training practices; (iii) discriminatorily discharging Union President Otis Brown; (iv) discriminatorily denying Union Vice President Prentis Hubbard pay for his support for and activities on behalf of the Union or because of his participation in the Board’s processes; (v) threatening employees with a delay in processing their workers’ compensation claims if they engaged in activities on behalf of the Union; (vi) discriminatorily denying employee Fred Victorian, Jr. placement on the skilled list; (vii) unilaterally implementing changes in the criteria for inclusion on the skilled list; (viii) discriminatorily disciplining and terminating employee Don Russell; (ix) refusal to comply with the dues-checkoff obligations; (x) refusing to assign work to employees because of their support for and activities on behalf of the Union; (xi) threatening not to hire employees because they filed grievances under the union contract and unfair labor practice charges with the NLRB; (xii) threatening employees with future discipline because they filed a grievance; (xiii) coercively telling employees that the Union had caused them to lose overtime; (xiv) threatening to remove from the job or discharge employees

General Counsel
National Labor Relations Board
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because they engaged in Union and/or other protected concerted activity; and (xv) physically grabbing an employee because he engaged in Union and/or other protected concerted activity.

Local 1982 maintains that such unlawful actions by Midwest encompass some of the most destructive and serious violations of the Act. When an employer unlawfully terminates a union president, the message to bargaining unit employees is clear: if the Union cannot protect its president and officers, how will it protect you? Similarly, by unlawfully suspending dues check off, Midwest pitted the Union against its members, forcing the Union to collect dues directly from its members. This unlawful act had the secondary benefit to Midwest of depleting the Union's financial resources. Taken together, the Unremedied Midwest ULP's are, "precisely the types of unfair labor practices that endure in the memories of those employed at the time and are most likely to be described as cautionary tails to later hired [employees]." *Overnite Transp. Co.*, *supra.*, at 1395, *quoting*, *Overnite Transp. Co.*, 329 NLRB 990, 994 (1999). Likewise, the Board has found that an employer's direct dealing with bargaining unit employees and bypassing the collective bargaining representative to have a lasting effect on bargaining unit employees. *Regency House of Wallingford, Inc.*, 347 NLRB 173, 188, *citing*, *Overnite Transp. Co.*, *supra.*, at 1396. Accordingly, the Union maintains that the second *Master-Slack* prong is satisfied in this Case.

- The tendency of the violation to cause employee disaffection:

The Union maintains that the Unremedied Midwest ULP's are even more egregious than conduct that the Board has recognized as causing bargaining unit employee disaffection in several cases. Indeed, in *Regency House of Wallingford, Inc.*, *supra.*, at 182, the Board found employer direct dealing, the employer's denigration of the union, and the employer's promises of benefits to bargaining unit employees if the union was rejected sufficient to cause employee disaffection. In *Veritas Health Services*, *supra.*, at 83 (D.C. Cir., 2018), the appellate court affirmed the Board's finding that an employer's retaliatory termination of a prominent union supporter, threats to close the facility, and curtailment of employee benefits sufficient to cause disaffection. Similarly, in *Wire Prods. Mfg. Corp.*, 326 NLRB 625 (1998) the Board found that an employer's failure to recall a bargaining unit employee, unlawful discipline of bargaining unit employees, and unilateral changes in wages in working conditions sufficient to cause disaffection. In this Case, the Union maintains that the Unremedied Midwest ULP's caused bargaining unit employees to become disaffected with the Union.

General Counsel
National Labor Relations Board
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- The effect of the unlawful conduct on employees' morale:

The Union maintains that the Unremedied Midwest ULP's have had a tremendously destructive impact on bargaining unit morale and support for the Union. Indeed, this was precisely Midwest's objective. Through the Unremedied Midwest ULP's, bargaining unit employees could only logically conclude that the Union was helpless to prevent or redress Midwest's unlawful activities. The fact that Midwest has evaded or otherwise avoided any enforcement proceedings for more than ten (10) years in certain cases solidifies this point. And if the Union is helpless, why would a bargaining unit employee support it?

While the Dismissal pays lip service to the Unremedied Midwest ULP's, it fails to undertake any meaningful review of the specific violations at issue; likewise, it completely ignores the seriousness of the violations at issue. Indeed, the Dismissal largely ignores Midwest's violations of the law and concludes that there were sufficient intervening factors that severed the causal connection between Midwest's unlawful acts and employee disaffection. The Union maintains that the Region's determination in that regard contradicts binding Board precedent, which focuses on the existence of a causal connection between an employer's unremedied unfair labor practices and employee disaffection in the first instance. Here, although the Region found such a connection, it simply discarded it without undertaking any real analysis of the issue.

B. The Region Improperly Relied on Alleged Intervening Factors as a Substitute for the *Master Slack* Test.

To the extent that the General Counsel is entitled to consider any intervening factors other than the *Master Slack* criteria, such intervening factors must consist of "evidence [showing] that employee disaffection arose prior to, and independently of, the Respondent's unfair labor practice conduct[.]" *Lexus of Concord, Inc.*, 343 NLRB 851, 852 (2004). Moreover, these intervening factors cannot substitute for a proper *Master Slack* inquiry; at most, their evaluation is simply "relevant" to the underlying inquiry of ultimately "consider[ing] the *Master Slack* factors" in order to determine whether there is "specific proof of a causal relationship" between the Respondent's unlawful conduct and the employees' disaffection from the Union." *Id.* at 852-53. In this Case, the Region undertook no such analysis. Rather, the Dismissal simply concludes that the Intervening Factors broke the causal connection between bargaining unit employee disaffection for the Union and the Unremedied Midwest ULP's.

Most or all of the Unremedied Midwest ULP's predate the Intervening Factors. Indeed, the unfair labor practices initiating 365 NLRB No. 157 date back to 2008, 365 NLRB No. 134 relates to unfair labor practice charges filed in 2013, and 365 NLRB No. 138 relates to unfair

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labor practice charges filed against Midwest in 2014. As a result of Midwest's unlawful acts, including the termination of Local 1982's Union President, retaliation against Union supporters, and unilateral changes to the applicable working conditions, the Union's presence and power at Midwest's worksite were drastically diminished. As a result of Midwest's strategy in these cases, which hinges on delaying case resolution and enforcement these violations have been ongoing and continuous for years.

All of the Intervening Factors are the direct result of the Unremedied Midwest ULP's. Indeed, Midwest unlawfully terminated the agreement that required it to continue dues checkoff. Consequently, the Union was forced to confront and collect dues from bargaining unit members directly. In addition to causing resentment among bargaining unit members, Midwest's unlawful cessation of dues check off placed a financial strain on the Union, reducing its income substantially. Likewise, Midwest's unilateral changes to working conditions, its termination of Union supporters, and its other unfair labor practices created a desperate situation for the Union. The Union was forced to act to maintain some level of relevance among bargaining unit members. It could not sit idly by and simply wait for the Board to act in these cases. Indeed, the Union is still waiting for satisfaction in the Unremedied Midwest ULP's, as it has been waiting for more than ten (10) years with respect to certain charges! While the Union appreciates the Board's intervention and assistance, it categorically rejects the Region's position that the Intervening Factors are somehow independent of the Unremedied Midwest ULP's. To the contrary, nothing could be further from the truth.

III. CONCLUSION

This Case is part of what must be approaching an unprecedented dispute between a local labor union and a single signatory employer. Local 1982 bided its time, filed unfair labor practice charges against Midwest to address and combat Midwest's unlawful actions, with certain charges dating back to 2008. The Unremedied Midwest ULP's remain open and unresolved to date. Among the Unremedied Midwest ULP's are cases where Midwest was found to have violated the Act by: (i) terminating Union supporters, including the Union President; (ii) retaliating against Union supporters with respect to work referrals; (iii) making unilateral changes resulting in fewer work opportunities for bargaining unit employees; and (iv) unlawfully terminating a dues check off agreement. By delaying the enforcement of these cases, Midwest intentionally eroded the Union's support among bargaining unit members. Then, after its unlawful actions caused a critical mass of bargaining unit members to become disaffected with the Union, Midwest issued the Withdrawal Letter. While the Dismissal recognizes that the Unremedied Midwest ULP's may have had a causal connection with the Union's loss of support among bargaining unit employees, through the Dismissal, the Region failed to conduct the required analysis under *Master Slack*. Instead, the Dismissal gives unwarranted credit to the

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Intervening Factors, notwithstanding the fact that the Intervening Factors are the direct result of the Unremedied Midwest ULP's in the first instance.

For all of the reasons set forth herein, the Union requests that the General Counsel direct that a complaint be issued as a result of Midwest's unlawful withdrawal of recognition and that Section 10(j) injunctive relief be sought.

Sincerely yours,

FAULKNER, HOFFMAN & PHILLIPS, LLC, by

A handwritten signature in black ink, appearing to read "Joseph D. Mando", is written over a horizontal line.

Joseph D. Mando

JDM:ms

Encls.

cc: Local 1982 Co-Trustees
ILA GLDC

UNION EXHIBIT 1

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

APPEAL FORM

To: General Counsel
Attn: Office of Appeals
National Labor Relations Board
1015 Half Street SE
Washington, DC 20570-0001

Date: 12/12/2019

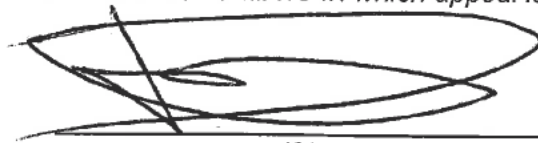
Please be advised that an appeal is hereby taken to the General Counsel of the National Labor Relations Board from the action of the Regional Director in refusing to issue a complaint on the charge in

Midwest Terminal of Toledo International, Inc.

Case Name(s).

08-CA-212483

Case No(s). *(If more than one case number, include all case numbers in which appeal is taken.)*

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke at the bottom.

(Signature)

UNION EXHIBIT 2

AGREEMENT

Between

International Longshoremen's Association
Local Union No. 1982

and

Midwest Terminals of Toledo International

This is an agreement which was signed the _____ day of _____, 2006, between Midwest Terminals of Toledo International (MWTI or Company) and INTERNATIONAL LONGSHOREMEN'S ASSOCIATION, LOCAL 1982, AFL-CIO (ILA or Union), acting for itself and its members as presently constituted, and all future members thereof, as well as members of the collective bargaining unit as hereinafter defined, who are now or may hereafter be in the employ of the Company.

1. DEFINITIONS

For purposes of this Agreement "Company" means Midwest Terminals of Toledo International and its successors and assigns, and "Union" means INTERNATIONAL LONGSHOREMEN'S ASSOCIATION, Local No. 1982, AFL-CIO. The terms "members of the collective bargaining unit," "employee" or "employees," as used in this Agreement, mean employees of the Company in stevedore and warehouse operations such as longshoremen, warehousemen, crane operators, power operators, checkers, signalmen, winchmen, linemen, line dispatcher, dock steward and hatch leaders.

2. RECOGNITION

The Company hereby recognizes the International Longshoremen's Association, Local 1982, AFL-CIO, as the exclusive collective bargaining agent for all employees who are covered by this Agreement, with respect to hours of employment, rates of pay, grievances and other items and conditions of employment. It is understood that the provisions of this Agreement do not apply to office, clerical, professional and supervisory and security employees.

3. UNION SHOP

3.1 Present Employees. As a condition of continuing employment, every member of the collective bargaining unit currently on the payroll of the Company shall become a member of the Union on or before the thirty-first (31st) day following the day of execution of this Agreement and shall remain a member of the Union in good standing during the course of his employment by the Company.

3.2 New Employees. As a condition of continuing employment, every member of the collective bargaining unit employed by the Company subsequent to the date of this Agreement shall become a member of the Union on or before the thirty-first (31st) day following the date of his employment and shall remain a member of the Union in good standing during the course of his employment by the Company.

3.3 Good Standing Required. The Union will notify the Company immediately of any member not in good standing.

4. CHECKOFF

The Company shall make appropriate payroll deductions for each employee who furnishes

the Company formal written authorization for such deductions. The deductions shall be made each payday and all sums deducted shall be forwarded to the designated fiscal officer of the Union not later than ten (10) days after each such deduction has been made.

5. EMPLOYMENT AND REPORTING TIME

5.1 Employment. The Company shall be responsible for hiring individuals to perform the work covered by this Agreement. The Company shall determine the number of employees needed to perform the work; in accordance with this Agreement and, under circumstances as defined in this Agreement, employees will select jobs for which they are qualified, provided adequate, trained employees are available. The Company will have the right to assign jobs to employees when it determines adequate employees are not available. The Company will endeavor to notify and discuss the need to assign jobs with the Union Steward prior to the hiring process. All individuals shall be hired without discrimination based upon sex, religion, race, age, color, creed, national origin, handicap and/or any other basis(es) prohibited by federal or state law. The Company will not use this hiring process to discriminate against employees. Further, the Company will not engage in favoritism.

5.2 Employment Status. Employees of the Company shall have employment status as follows:

5.2.1 Skilled Employees.

A. The Company shall employ a core group of employees experienced in longshoreman and warehousing work known as "skilled employees." These employees will be qualified in four (4) or more of the following job classifications: crane operator, checker, power operator, signal man, and hatch leader. This group (skilled employees) shall include those individuals named on the "Skilled List" which is attached hereto as Exhibit "A" and the Company will first hire skilled employees for available work. These qualification provisions will not apply to individuals on the skilled list as of the effective date of this contract.

B. The hiring of individuals on the skilled list shall be from those individuals who make themselves available for work by reporting to the Company at times designated and who are qualified to perform such work as is required.

C. The appearance of an individual's name on the skilled list shall not be considered a guarantee of employment.

D. The Company will endeavor, assuming relatively equal qualifications, to equalize the hours of the individuals on the skilled list.

1. Each employee taking a leave of absence and/or vacation or who is off work as a result of an excused absence shall be charged with the average number of hours worked by all preferred employees performing work during the period of such leave of absence and/or vacation and/or other absence.

2. Each employee who turns down any opportunity for work will be charged with the hours which that work opportunity would have provided.

E. Individuals on the skilled list are eligible for line assignments.

5.2.2 Regular Employees.

A. This group shall consist of those individuals who worked in 1992 (other than skilled and casual employees) and who are named on the "regular employee list" which is attached hereto as Exhibit "B".

B. The hiring of individuals on the regular employee list shall be from those individuals who make themselves available for work by reporting to the Company at times designated and who are qualified to perform such work as is required.

C. The appearance of an individual's name on the regular employee list shall not be considered a guarantee of employment.

D. Individuals on the regular employee list are eligible for line assignments.

5.2.3 CASUAL EMPLOYEES.

A. The hiring of casual employees shall be from those individuals who make themselves available for work by reporting to the Company at times designated and who are qualified to perform such work as is required.

B. The appearance of an individual's name on the casual employee list shall not be considered a guarantee of employment.

C. Individuals on the casual employee list are not eligible for line assignments.

5.3 EMPLOYMENT NOTIFICATION PROCEDURES

A. Individuals on the skilled list will be advised of the likelihood of their employment no later than 4:00 o'clock p.m. on the previous day.

B. In addition, by 4:00 o'clock p.m., the Company shall provide notice through the telephone tape of its best estimate of its anticipated employment needs for the following day.

C. For work from 6:00 AM to 10:00 PM, the Company shall provide 6 hour notice through the telephone tape of its best estimate of its anticipated employment needs. For work from 10:00 PM to 6:00AM, the Company will provide 8 hour notice.

5.4 EMPLOYMENT PROCEDURES. Individuals will be employed through the use of the following procedures:

5.4.1 SHIP AND WAREHOUSE WORK.

A. On each occasion where employees will be hired, the Company shall, prior to shape-up, provide to the steward breakdown sheets showing cargo tonnage, by hold, for vessel(s) to be worked.

B. The Company will begin hiring by assigning warehouse/field and ship work to individuals on the skilled list.

C. When the need for employment exceeds the individuals on the skilled list, the Company will utilize individuals on the regular employee list. The Company will begin hiring by posting the number of individuals it intends to hire and the jobs it intends to fill, including any available jobs in the warehouse and field. It will then offer the first person on the regular employee list who has made himself available for work an opportunity to work the available position (job) for which he is qualified. The Company will continue hire by offering individuals on the regular list who have made themselves available for work the opportunity to select positions (jobs) they are qualified for in the order they appear on the list. This procedure shall be followed until either all available positions (jobs) are filled or all regular employees who have made themselves available for work have been given an opportunity to select the job they are qualified for. The selection of jobs is subject to the terms set forth in Section 5.1.

In the event an individual is assigned to work a position which provides fewer work hours and/or a lower classification than the originally selected position, that person will be guaranteed pay and work-hour-credit equivalent to that position he originally selected.

Starting April 1, 2006, and each April 1 thereafter, the order of call for regular employees will be adjusted to reflect the seniority accrued by each individual.

D. When the need for employment exceeds the individuals on the skilled list and the regular employee list, the Company will utilize individuals on the casual employee list. The Company will select and assign individuals from the casual employee list based upon the number of hours individuals have worked as a casual employee, provided such individual(s) are qualified to perform a job classification or classifications to be filled and such individual(s) have indicated a written desire to perform the work of such job classification or classifications. The Company will start with the individual with the highest number of hours worked as a casual employee and work down each time work is made available to this group. In the event an insufficient number of casual employees report for work, the Company shall be free to procure additional casual employees from any source.

E. If the Company has work available for an employee on the skilled list and such employee does not report or otherwise appear for work, then the Company will assign such work in accordance with Section 5.4.2.

5.4.2 WAREHOUSE AND FIELD. When warehouse and field work only is required, the Company will hire and assign jobs to individuals on the skilled list. If the need for employment exceeds the individuals on the skilled list, the Company will hire and assign jobs to individuals on the regular employee list by posting the number of individuals it intends to hire and the jobs it intends to fill. The Company will continue to hire by this means in the order in which the regular employees

appear on the list until all available positions are filled. When both warehouse/field and ship work are required, the Company will hire in accordance with Section 5.4.1.

5.4.3 Adjustment of Hours: Unforeseen circumstances occasionally arise that prevent the Company from conclusively indicating that a particular work assignment will provide the longest work opportunity. The Company will hire in accordance with Section 5.4.1 which contains seniority protection that will reasonably insure that the most skilled and senior employees will have the opportunity to work the most hours.

A. The Company will, at the end of each shipping season, calculate the difference between the total negative hours (number of hours that an employee worked on a gang that was designated as the long gang but did not turn out to be the actual long gang) and the total number of positive hours (hours worked on the designated long gang that actually turned out to be the long gang)

B. For each individual who during a shipping season has accrued five or more negative hours, the Company will pay each such individual an applicable amount of money equal to each hour starting with the 5th negative hour at the applicable contract rate.

C. The Company will provide the union with copies of the records referred to in Paragraph A, above.

6. SENIORITY

6.1 All individuals on the skilled, regular and casual lists attached hereto shall be eligible to earn seniority with the Company. Seniority shall be calculated on the basis of hours, with one hour of seniority being earned for each hour worked or paid, excluding lines hours. Individuals who have earned the most hours shall be deemed most senior. In the event an individual is injured on-the-job and is required to take a leave of absence, skilled employees will be credited with seniority as described in Section 5.2.1.D. Regular and casual employees injured on the job and required to take a leave of absence or suffering an off-the-job injury/illness that requires the employee to take a leave of absence of fourteen (14) or more consecutive days will be credited with the average of hours worked during the absence by three persons immediately above and three persons immediately below the injured person's position on the order of call. The three persons above and below must have been available for work during that period. If they were not, then the persons on whom the average is calculated will be expanded upward and/or downward until three persons are determined to have been available for work during the injured person's leave of absence.

6.2 For the purpose of this Agreement, qualifications, abilities and seniority shall be applicable and applied as follows:

A. To fill vacancies on the Skilled List.

B. To bid for the opportunity to be cross-trained on other classifications when the Company determines that it has need for additional individuals in a classification and posts such positions for bid.

C. If the qualifications and abilities of two (2) or more individuals are relatively equal, seniority will control.

6.3 Vacancies on the skilled and regular lists are to be filled as follows:

A. Skilled List. The Company recognizes a need for twelve (12) skilled employees. Vacancies which occur because of termination of employee status for any reason will be filled no later than the following April 1. Further, a vacancy will be created whenever a skilled employee is on medical leave of absence and that absence exceeds 365 consecutive calendar days. The skilled position vacated because of the extended medical leave will be filled no later than the following April 1. In the event the individual returns from medical leave, he will be reinstated to the skilled list and that list may exceed twelve individuals until reduced by attrition.

B. Regular List. The Company recognizes a need for eighty-three (83) regular employees. The number of regular employees will be maintained at this number and any vacancies resulting from the death, retirement or resignation of regular employees will be filled as of April 1 of each year by placing the number of casual employees equal to the number of vacancies on the bottom of the regular employee list on the basis of the casual employees seniority as of April 1.

6.4 The Company recognizes seniority status as of April 1, 1993 only for individuals who worked in stevedoring and warehousing assignments (excluding lines assignments and attendance at safety meetings) during 1992. Any employee who does not make himself available for work during the period April 1 through December 31 of any year, except for medical leave, will lose seniority status. If the individual attends shape-up after losing seniority status, he may be offered work as a casual, subject to the employment and seniority provisions of this Agreement.

7. NORMAL SHIFT STARTING TIMES

Operations for loading and unloading vessels normally shall begin at 8:00 a.m., 1:00 p.m. and 6:00 p.m. The Company may elect to start working at any time provided adequate notice is provided as set forth in Section 5.3.

8. REPORTING PAY

8.1 Call-In Pay. Employees will receive four (4) hours pay for reporting to work a ship as ordered. If employees are then recalled, they will be paid an additional minimum of two (2) hours pay. In the event of the non-arrival of a vessel for an 8:00 a.m. start, the Company will have the option of paying two (2) hours pay with an automatic reorder of the gangs for 1:00 p.m. with an additional four (4) hours guaranteed at 1:00 p.m.; provided, however, that such option shall not apply if the vessel is in view at 10:00 a.m. In the event of rain, if the ship work does not start, the ship work may be called off within two (2) hours, and pay shall be for two (2) hours with no automatic call back.

8.2 Warehouse Guarantee. The Company shall guarantee eight (8) hours pay for all warehouse work Monday through Friday and on holidays. The guarantee for Saturday and Sunday

work shall be four (4) hours; and if called back at 12:30 p.m. on weekends, the Company shall guarantee an additional four (4) hours pay.

8.3 Overtime. If employees are to be requested to work overtime, they shall be notified of such fact two (2) hours prior to their normal quitting time. Daily overtime will be paid in one-quarter (1/4) hour blocks.

8.4 Recall on Vessel After Meal Period. There shall be a two (2) hour guarantee upon recall after a meal period. However, for work after the mid-day lunch on vessels engaged in overseas trade employees will receive a minimum of (4) hours pay or work with the exception of the finish of the hatch, or ship, or due to weather conditions, when they will receive a minimum of two (2) hours pay or work. When a gang is to be broken at any meal period no one returning gang will complete more than two (2) hatches which have already been started.

8.5 Insufficient Men. Notwithstanding anything in this Agreement to the contrary, neither call-in, reporting nor waiting time need be paid by the Company if there is not a sufficient number of qualified men available to commence work.

8.6 Rate of Pay if Transferred. In the event an employee is transferred from the work classification in which the employee started work, he will be paid the higher of the two (2) rates for the balance of the day.

8.7 The Company may operate on a twenty-four (24) hour basis, comprised of two (12) hour shifts.

9. MEAL PERIODS

9.1 Lunch Room. The Company shall provide a clean, sanitary and heated area for members of the bargaining unit to use during meal periods.

9.2 Warehouse Meal Periods. Meal periods for Warehouse work will be one (1) hour. Meal periods may be staggered to maintain operations.

9.3 Ship Work Meal Periods and Meal Penalty Time. Meal periods for employees engaged in loading or unloading ships for normal start times will be one (1) hour and will begin at 12:00 noon, 5:00 p.m., 10:00 p.m. and 6:00 a.m. For all other start times, meal periods will be every four (4) hours. Such employees who are ordered to and who work during the first one-quarter hour of a meal period will be paid at double their applicable rate. Such employees who are ordered to and who work after the first one-quarter hour of a meal period will be paid double the applicable rate for the entire meal period. Meal periods may be worked only to complete a vessel, and double the applicable rate will be paid until the vessel is completed. The Company will notify a dock steward if, in its determination, the vessel can be completed within the meal period.

9.4 Exceptions to Meal Penalty Time. No meal period penalty time will be paid for meal periods worked by checkers, power operators, warehousemen and crane operators in yard and

warehouse work.

10. LINEMAN

10.1 Scope. The lines of all vessels in the overseas trade, including vessels transshipping overseas cargo, which tie up or let go at any dock of the Company or for whose loading or unloading the Company has contracted shall be handled by members of the collective bargaining unit on the terms and conditions set forth in this Section.

10.2 Employment of Linemen.

A. The Company will utilize individuals who are on the skilled list and regular employees list to perform line duties on a rotating basis. The Company will endeavor to equalize the earnings of the individuals performing line work. When lines duty is offered to individuals on the regular employee list, the employee on the regular employee list to whom lines duty has been offered must have worked 350 hours during the preceding shipping season.

B. The Company shall designate the individuals to perform lines duty on a ship-by-ship basis. The Company shall advise the Lines Dispatcher of the individuals to be contacted, and the Lines Dispatcher shall contact the individuals so designated. In the event these individuals are not available or are unable to be contacted, the Lines Dispatcher will contact additional available individuals to complete the crew. The Lines Dispatcher will be responsible for reporting the results and hours of the individuals contacted and worked.

C. Orders for Linemen. The Company shall make all orders for linemen, through the lines dispatcher, by 5:00 p.m. for vessels tying up or letting go between 6:00 p.m. and 8:00 a.m. An order may be canceled or modified prior to 10:00 p.m., but not less than one (1) hour prior to the time for which they were ordered. Orders for linemen for vessels tying up or letting go at other times shall be made upon one (1) hours notice.

10.3 Number of Linemen. Not less than four (4) men will be used to tie up a vessel. Not less than two (2) men will be used to untie a vessel. Not less than four (4) men will be used to shift a vessel when linemen are ordered for such shifting.

10.4 Rates of Pay. The straight time hourly rate of pay for linemen is set forth in Section 13 of this Agreement. Notwithstanding the other provisions of this Agreement applicable to other members of the collective bargaining unit, linemen shall be compensated as follows:

A. Straight time for all hours worked between 8:00 a.m. and 5:00 p.m. on Monday through Friday, time and one-half the straight time hourly rate for all hours worked between 5:00 p.m. and 8:00 a.m. on Monday through Friday, time and one-half the straight time hourly rate for all hours worked between 5:00 p.m. and 8:00 a.m. on Monday through Friday, and time and one-half the straight time hourly rate for all hours worked after 6:00 p.m. on Friday and until 6:00 a.m. on Monday.

B. Double the straight time hourly rate for all hours worked on holidays from 6:00 a.m. on the holiday until 6:00 a.m. on the following day.

C. The straight time hourly rate for linemen shall apply for all other hours worked.

10.5 Minimum Guarantees.

A. Tying Up. Linemen tying up vessels shall receive a minimum guarantee of four (4) hours pay.

B. Letting Go. Linemen untying vessels shall receive a minimum guarantee of two (2) hours pay. When men are called in for "Letting Go," they shall receive a four (4) hour minimum guarantee.

10.6 Dispatcher. The Union shall fill the position of dispatcher who shall fill request for linesmen and record all requests, modifications and cancellations, and complete all forms reasonably requested by the Company regarding linesmen. The Dispatcher shall be paid as an additional man on all tie ups and throw offs.

10.7 Unavailability of Linemen. An employee already working and under pay may be used, with the Company's approval, to handle lines should the Lines Dispatcher be unable to procure linemen. In such cases, such an employee shall receive a minimum of two hours pay at line handling rates, but will not be paid in his regular classification while away from work for which he was originally hired. Any guarantee of hours applicable to his regular classification will be reduced only by the actual time consumed in handling lines. If the Company is unable to offer lines duty to eligible employees because said employees are already working, then the Company may offer such lines duty to individuals on the regular employee list who have not worked 350 hours during the preceding shipping season in accordance with section 10.2 (A).

11. GANG SIZES

11.1 Substantially Changed Operations. In the event either party claims a substantial change has been made in the method or in the type of equipment used for operations on which standard minimum gang sizes have been established under this Agreement, such party may notify the other party of its desire to alter the minimum gang size required for said operation. During the five (5) day period subsequent to such notification, the Company and the Union shall meet promptly and discuss the matter of minimum gang size required to perform said operation. In the event no agreement is reached within the five (5) day period, the matter will immediately be submitted to an arbitrator, pursuant to Step Three of the Grievance and Arbitration provision of this Agreement, to determine the minimum gang size required for the efficient and safe performance of the operation involved. No change in gang size shall be made by the Company until the matter has been finally determined. The Company and the Union agree that this procedure is to be used only for cases involving substantial changes.

11.2 New Operations. On new operations, the Company will notify the Union as soon as possible and they shall promptly negotiate to establish an appropriate minimum gang for such new

operations. If no agreement is reached, the jobs shall be worked as the Company orders; and the Company and the Union shall continue to negotiate for a permanent minimum gang size; and if they are unable to reach agreement within thirty (30) days after the Company's notice, the parties shall utilize Step Three of the Grievance and Arbitration procedures under this Agreement.

11.3 Minimum Gang Sizes. The Company shall employ the minimum number of men. Gang sizes and positions needed will be determined by the Company to meet the needs of the specific job.

A gang of not less than nine (9) men designated a "Gang" shall consist of the following positions as determined necessary by the Company to work a vessel:

Checker
Signalman
Craneman (except when Port Authority Cranes are used)
Dockmen
Holdmen
Hatch Leader (1st power operator in the vessel's hold)
Blocker or Power Operator, as applicable.
Power Operator

Individuals may be transferred to duties in different areas of the vessel as required.

When a gang of 9 men is utilized the Company will contribute \$100/day or (\$50/man less than 11) into the ILA health and welfare fund.

11.4 Bulk Cargo When a vessel carrying bulk cargo is being unloaded by gantry cranes, a signalman will be assigned to each crane and one man will be assigned to operate the hopper, if applicable. For bulk cargo clean-out the minimum gang shall be supplemented as follows:

- A. When labor is required in the hold, 2 men per vessel at start time determined by the Company.
- B. A clean up man will be added on the dock as needed.

11.5 When a self-unloading vessel carrying bulk cargo is unloaded directly into the bulk storage building, one employee will be called in on a four-hour guarantee to open the hatches on the building and to assist as assigned. If the ship leaves within the four-hour period, the employee will close the hatches on the building. If the vessel has not finished discharge within the four-hour guarantee, one man will be called in on a two-hour guarantee to close the hatches on the building. All such work will be performed at the applicable rate.

11.6 No Minimum Gang Size. No minimum gang size is required in handling lake freight commodities.

11.7 Transfers. Subject to the minimum gang provisions of Section 11, the Company has

the right to transfer employees on vessels and from vessel to vessel, as it deems necessary, provided that the vessel to which they are transferred already has men scheduled to work thereon. In the event all or part of a gang is transferred from a completed vessel to another still at work, the individual shall receive any applicable guarantee from the first ship but shall begin work immediately on the vessel to which transferred. A two hour guarantee shall apply to the work on the vessel to which transferred. If additional individuals are needed to supplement a gang, the Company shall hire them. In the event no men are available, employees may be transferred from warehouses, yards, railroad cars, trucks or any other source.

11.8 Relief Deck Men. Additional men will be hired for a vessel as relief deck men to relieve signalmen and winchmen when weather conditions so warrant, following discussion by the Company Superintendent and the Dock Steward.

12. RAIL CARS, TRUCKS, RIGGING & DUNNAGE

12.1 Rail Cars. No minimum gang size is required for loading and unloading rail cars.

12.2 Trucks. No minimum gang size is required for loading and unloading trucks during vessel and or for shed and field work.

12.3 Securing Cargo. All blocking and lashing will be performed by members of the bargaining unit.

12.4 Rigging. When the Company is requested by its customers to provide rigging services, such work will be assigned to and performed by members of the bargaining unit, assuming they are qualified to rig the cargo.. Any rigging performed by the ship's crew will be done only when the ship is working, and the gangs will stand by during such rigging operations. The initial opening of hatches shall not be considered as a rigging under this section.

12.5 Hatch Coverings and Dunnage. When the Company is requested to uncover or cover hatches, remove dunnage or clean hatches, such work will be performed by an adequate number of members of the bargaining unit. When there is an insufficient number of members available, the vessel's crew may assist members of the bargaining unit in removing dunnage from the vessel, it being understood that the vessel's crew may not discharge cargo or dunnage to the dock at any time.

13. WAGE RATES

The Company shall compensate the following classifications of employees at the stated rates in the ship and warehouse work:

Ship Work. Journeymen employees actually engaged in vessel loading and/or discharging of steel, general cargo, heavy lifts and bulk cargo other than grain* to and from place of rest in warehouse and yard shall receive rates set forth below:

Classification	2006 rate	2007 rate	2008 rate	2009 rate	2010 rate
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Longshoreman, Warehouseman, (Laborers), Linesman	\$22.10	\$22.70	\$23.30	\$23.65	\$24.25
Checker, Signalman, Winchman, Power Operator, Lines Dispatcher	\$22.45	\$23.05	\$23.65	\$24.00	\$24.60
Hatch Leader	\$23.05	\$23.65	\$24.25	\$24.60	\$25.20
Craneman, Crane Mechanic, Dock Steward	\$23.75	\$24.35	\$24.95	\$25.30	\$25.90

Warehouse Work. Employees engaged in warehouse and yard work for steel, general cargo, heavy lifts and bulk commodities other than grain* which are received from overseas vessels or vessels transhipping from overseas vessels shall receive rates set forth below:

<u>Classification</u>	<u>Straight Time Hourly Rate of Compensation 2006</u>
A. Warehouseman (Laborers)	\$22.10
B. Checker, Power Operator	\$22.45
C. Craneman, Crane Mechanic, Dock Steward	\$23.75

*Rates for PL-480 cargo, refrigerated and freezer cargo, containers, and barged cargoes are per the ILA-GLAS Master Agreement. Differentials between classifications for these cargoes are the same as the above.

All wage rates and benefit contribution rates shall be as provided in the ILA-GLAS Master Agreement.

The rates shown above shall be effective on January 1, 2006 and rates subsequently determined on January 1 of each year thereafter.

D. Apprentice Wages

- Apprentice status is defined in the Master Contract.
- Employees on the Regular list in 2005 will automatically be considered Journeymen.
- All new employees after 2005 will be considered apprentice.
- Wages are as follows per the Master Contract:
 - 2006 - \$19.50
 - 2007 - \$20.00
 - 2008 - \$20.50

2009 - \$20.75

2010 - \$21.25

14. OVERTIME AND PENALTY PAY

14.1 Day Defined. For purposes of this Agreement, one (1) day is the period of twenty-four (24) consecutive hours beginning at 7:00 a.m. every day.

14.2 (a) Daily Overtime. For all hours worked in excess of eight (8) hours in one day, employees shall be paid one and one-half (1-1/2) times the hourly rate applicable to the classification of work performed during the hours in excess of eight (8) hours.

14.2 (b) Evening Rate. For all hours worked between the hours of 6:00 p.m. and 10:00 p.m., employees will be paid as follows:

(I) Monday through Friday, not including holidays, one and one-half times the straight time hourly rate covering the classification of work performed.

(II) Saturday and Sunday, two times the straight-time hourly rate covering the classification of work performed.

(III) Holidays, three times the straight-time hourly rate covering the classification of work performed.

14.2 (c) Night Rate. For all hours worked after the hours of 11:00 p.m. and prior to 7:00 a.m., employees shall be paid two (2) times the straight-time rate applicable to the classification of work performed.

14.2 (d) Bulk Cargo and Barge Night Rate. After 11:00 p.m., bulk and barge cargo will be worked at time and one-half (1-1/2) the straight-time hourly rate covering the classification of work performed, with the exception of meal periods.

14.3 Saturdays, Sundays and Holidays. All work performed between 7:00 a.m. and 5:00 p.m. on Saturday and Sunday shall be paid at time and one-half (1-1/2) the straight-time hourly rate and Holidays will be paid at two (2) times the straight-time hourly rate. The following are designated as Holidays: New Year's Day, Martin Luther King Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Veterans' Day (November 11th), Thanksgiving Day, Christmas Eve Day, and Christmas. When Christmas or New Year's Day falls on Sunday, the next Monday will be the designated holiday. When Christmas or New Year's day falls on Saturday, the preceding Friday shall be the designated holiday. Employees who work on a holiday shall be guaranteed eight (8) hours' work, unless there is less than eight (8) hours' work on the ship or due to weather conditions, in which case they shall be paid for actual time worked, but not less than four (4) hours.

15. OBNOXIOUS AND DISTRESSED CARGO

15.1 (a) Extra Pay for Obnoxious Cargo. When handling the following obnoxious commodities, whether in the warehouse or in the hatch or when working in a hatch containing such commodities, an additional twenty (20) cents per hour shall be added to the rate:

Hides
Fish Meal
Liquid Bulk Cargo
Chemicals
Sulphate of Ammonia
Bichromate of Soda
Graphite
Soda Ash
Gilsonite
Red Ochre
Cement
Flour
Talcum Powder in Bags
Calcium Nitrate
Ore Fines
Potash
Calcium Chloride
Naphthalene
Sulfur
Toxic Commodities
Fluorspar
Alfalfa Meal/Pellets
Tanning Extract
Blood Meal
Bentonite
Refrigerated Space
Cargo at 32 deg.
or less
Bone Meal
Barbed Wire
Asbestos
Alloy Fines
Magnesite
Canola Meal

15.1 (b) Other cargoes, where the working conditions are substantially adversely affected, shall be included in the above obnoxious cargo rate. Such rate shall be applicable when such commodities designated as obnoxious are palletized, unless packaged in such a manner as to not adversely and substantially affect the working conditions in the loading or unloading operations. The Company shall use reasonable efforts to protect the working conditions of other employees from the effects of such commodities through, by way of example, spraying, covering outside storage, etc.

15.2 Clean-up Time. Each employee working on obnoxious cargo shall be given fifteen (15) minutes paid time to clean up before each lunch hour and before quitting time, provided that there shall be no clean-up time for handling barbed wire or refrigerated cargo. Clean-up time will never, on its own, entitle the gang to meal hour penalty pay.

15.3 New Obnoxious Commodities. In the event new commodities are handled and one of the parties believes the same to be obnoxious, such party shall notify the other and the parties shall negotiate with respect thereto. If no agreement is reached within ten (10) days, the job shall continue to be worked as the Company orders and the matter shall be submitted to arbitration pursuant to Step Three of the Grievance Procedure. The arbitrator shall determine by award whether the new commodity is obnoxious. If a party believes that because of a change in packaging or handling methods a commodity previously considered obnoxious is no longer obnoxious, the same procedure shall apply.

15.4 Equipment for Handling Hides. The Company agrees to provide employees with rubber gloves and aprons for handling hides. Such equipment shall be checked out and in, and the employee shall be charged with the reasonable value of gear which is not returned.

15.5 Distressed Cargo and Explosives. In the event employees are called upon to handle distressed cargo or explosives, they shall be paid One Dollar and Twenty Cents (\$1.20) per hour in addition to the rate. "Distressed Cargo" as used herein means cargo which has been badly damaged by water, oil or otherwise as a result of fire, collision, leaking, stranding or other cause. "Explosives" as used herein means commodities listed as explosives by United States Coast Guard Regulations (CFR 14.604-5, Title 46).

15.6 Minimum Guarantee for Obnoxious and Distressed Cargoes and Explosives. Additional premium pay for obnoxious commodities, distressed cargo or explosives shall be paid for a minimum of four (4) hours to all employees who are eligible therefore in accordance with Paragraph 15.1(a) or 15.5.

15.7 Health and Safety. The Company will provide clean and sanitary restrooms, water jugs and a clean, sanitary and heated lunch area.

16. RAIN

The parties recognize that the overriding consideration in the decision to work in rainy conditions is safety. The decision whether work will continue will be made by a Company Superintendent on a hold-by-hold basis after considering the working conditions and commodities being handled. Employees, including those working in the field and warehouse, may refuse to work in the rain, and, those employees who refuse to work after the determination has been made will forfeit any guarantee for the balance of the day and will terminate their pay as of the time they elect not to work. Such employees will be replaced and such replacements will remain for that day; provided, however, if work is suspended and employees are requested to standby, by order of the Company on account of weather, employees will be paid the remainder of their guarantee. In no

event will employees be discriminated against for refusing to work in the rain. Employees on the list of employees will be issued one set of rain gear by the Company and will sign for its receipt. Thereafter, rain gear damaged during the performance of work at the terminal, or worn out, will be replaced if presented to the Company for replacement. Rain gear which is misplaced by the employee will become the responsibility of the employee.

17. CONTAINERS AND LASH BARGES

17.1 Scope. The Company shall have the right to load, unload, and use all types of containers without restriction and without stuffing or stripping, and without any rules on radius.

17.2 Royalty. A royalty of \$10.00 shall be paid on each loaded container that is loaded on or unloaded by the Company from a vessel in the Port of Toledo, regardless of size or weight, as follows:

90% to the Midwest Terminals of Toledo International-International Longshoremen's Welfare Fund; and 10% to the International Longshoremen's Association. Such payments shall be made on the basis of duly signed checkoff authorizations submitted to the Company.

No royalty shall be paid on empty containers.

17.3 Lash Barges. The terms and conditions set forth in the current CONASA-I.L.A. Lash Agreement are incorporated herein by reference and shall be binding on the parties.

****Drug, Alcohol, and Physical policies will be determined by the Master Contract.**

18. PENSION AND HEALTH AND WELFARE FUND

18.1 Contributions. The Company shall accrue an obligation to the MWTTI- ILA Health, Welfare & Pension Fund ("Fund") for each hour of work paid to members of the collective bargaining unit by the Company, whether paid at straight-time, overtime, penalty or premium rates and including standby time, guaranteed time and other nonproductive time actually paid ("contribution"). The contribution rate shall be determined by the Great Lakes District of the ILA and the Employers Group. All contributions called for herein shall be accrued by the Company on or before the tenth day of the month following the month in which the hours were worked. Company contributions not accrued on or before the due date shall bear interest at the rate of one and one-half percent (1- ½%) per month until paid. A contribution report shall be furnished to the Union when contributions are accrued. The Fund is intended to constitute an unfunded obligation of the Company, but the Company shall maintain records of contributions, cost of benefits provided, and the current accrued balance.

Benefits. The benefits to be provided by Health, Welfare & Pension Fund shall be determined by the Union subject to the following:

- a) The benefits to be provided shall be for the sole and exclusive benefit of the employees

covered by this Agreement;

b) The number of bargaining unit employees to be provided coverage shall be determined pursuant to the method previously used by the former Trustees of the Toledo World Terminal-ILA Health, Welfare & Pension Trust unless mutually agreed otherwise.

c) The Company's liability for such benefits shall in no event exceed the required contributions.

Disputes. Disputes concerning the Fund shall be submitted as a grievance at Step Three of the Grievance Procedure within eighteen (18) months after the event giving rise to the grievance.

18.2 Tonnage Incentive. The Company will make annual tonnage incentive payments on each Metric Ton (2204.6 pounds) of cargo loaded or discharged on or from vessels in the overseas trade, in the following amounts:

Break-bulk general cargo and container cargo	\$0.030 per ton
Steel Cargo	\$0.015 per ton
Bulk Cargo	\$0.01 per ton

Such amounts shall be paid to the Toledo World Industries Company-International Longshoremen's Welfare Fund.

19. RESPONSIBILITIES OF THE PARTIES

19.1 No Strikes. Neither the Union nor employees represented by the Union shall engage in, sanction, endorse or encourage any strike, work stoppage, picketing, slow-down, sit down or other interruption of work during the life of this Agreement. On the contrary, the Union agrees that it will actively discourage and denounce any violation of this provision.

19.2 Union Responsibility. In the event any employee engages in a violation of Paragraph 19.1, the Union officers and stewards shall immediately instruct the employees to cease the violation forthwith.

19.3 No Lockout. The Company agrees not to engage in any lockout during the term of this Agreement. Complete or partial reduction of operations by the Company for economic reasons shall not be considered a lockout.

19.4 Additional Procedure. In the event of a violation of Paragraph 19.1 hereof, in addition to any other remedy, the Company may file a grievance regarding such violation by telegraphic notice thereof to the Union and to the American Arbitration Association. The American Arbitration Association shall immediately upon receipt of the telegraphic notice, appoint an arbitrator who is immediately available to hear the matter. The arbitrator shall hold a hearing forthwith, upon telegraphic notice to the Company and the Union and, in such event, shall have jurisdiction to issue a

cease and desist order with respect to such violation. No opinion shall be required, but only a written award and order by the arbitrator. It is agreed that such award and order may be immediately confirmed without notice to any other interested person or party by any court of competent jurisdiction upon the motion, application or complaint of the Company. The same procedure shall be applicable in the event of a violation of Paragraph 19.3 by the Company.

20. MANAGEMENT RIGHTS

20.1 The right to have and maintain order and efficiency is the sole responsibility of the management, subject to the limitations contained in this Collective Bargaining Agreement and provided that these rights will not be used for the purpose of discrimination for or against any employee or in violation of this Agreement.

20.2 The control and management of operations and the direction of the working forces and of the affairs of the Company, including the right of hire, suspension, or discharge for cause, and the right to transfer or layoff due to lack of work or curtailment operations, shall be vested exclusively in management of the Company, subject to the limitations contained in this Collective Bargaining Agreement and provided that these rights will not be used for the purpose of discrimination for or against any employee or in violation of this Agreement.

20.3 The management of the Company has established certain reasonable rules and policies for all its employees. These are attached hereto and the Company shall have the right at any time to add further rules or subtract or change otherwise existing rules, as long as these rules are reasonable and not contrary to specifications set forth in this labor agreement. Such rules must be posted on bulletin boards or in such locations as to be readily accessible to the employees of the Company.

20.4 Discharge for Intoxication. Refer to Drug and Alcohol Policy

20.5 Pilferage - Theft. (a) An employee found pilfering or tampering with or wrongfully possessing cargo may be discharged immediately at the discretion of the Company. His pay shall stop as of the time he is ordered off the job without regard to any guarantee. Notice of a discharge under the provisions of this paragraph will be given to the Union by the Company and a replacement hired. Such replacement will be paid for actual time worked.

20.5 Theft Prevention Procedures. (b) The Company shall establish procedures for the handling of cargo which is found open or recouped in the hold of any vessel and for cargo which breaks open or is damaged at any time while being discharged from a vessel or being handled in the Company's warehouse. These procedures shall include such matters as the person who shall have the responsibility to notify the supervisor of such fact, the time of such notification, the immediate disposition of such cargo, the duties of the checker, and the procedures to be followed after such cargo has been discharged.

20.5 Rules and Regulations. (c) No employee shall at any time have broached cargo in his possession unless he has been specifically told to take the broached cargo from the vessel or place of rest on the dock or warehouse to the Company's bonded area by a Company supervisor or other

authorized Company representative. In the event bottles, or any other merchandise, are found on the dock or in the hold of a ship, they are not to be touched. Such cargo shall be called to the attention of the Company supervisor who will arrange to have such cargo secured in the bonded area. Violation of this rule will carry the same penalty as will be imposed for actually removing cargo from the Company premises and will be deemed to constitute wrongful possession of cargo.

20.5 (d) Wrongful Possession of Cargo. The term "wrongful possession of cargo" shall include, but shall not be limited to, the handling of broached cargo or the possession of broached cargo without having been specifically instructed by a Company supervisor or other authorized representative to do so, whether on or off Company premises, and the handling of broached cargo in a suspicious manner such as trying to hide or conceal such cargo either upon the person or on the vessel or on Company premises.

20.5 (e) Penalties.

(I) Any employee who knowingly aids or abets in the wrongful possession of cargo passing through the Port of Toledo shall be liable to the same penalties as the employee or person who actually wrongfully possesses such cargo.

(II) Nothing herein contained shall be construed to prevent the Company from imposing any other or additional penalties in accordance with the terms of this Agreement.

20.6 Leaving Job. Should an employee leave the job unattended without prior notice to and consent from the Company, his pay will be stopped as of the time he so leaves his job without regard to any guarantee and the Company will immediately hire a replacement. Such replacement will be paid for actual time worked. The Company reserves the right to deny future employment to any employee who leaves his job unattended.

20.7 Non-Discrimination - Responsibility for Enforcement.

The Company will not discriminate against any employee by reason of his Union membership or non-membership, or because of sex, religion, color, creed, national origins and/or any other basis prohibited by Federal and/or State Law.

20.8 Employees Procured by Company. Employees procured by the Company shall be permitted to complete the work or vessel for which they were hired without discrimination with respect to membership or non-membership in the Union.

20.9 Determining Details of Operation. The Company reserves the right to work ships by any practical method; to determine the type of equipment to be used and the number of men and gangs or crews to be employed; and to determine all details of the loading and unloading operation at all times.

20.10 Work by Supervisors. No foreman or supervisor shall perform the work of employees covered by this Agreement, except for purposes of demonstrating correct work methods or in emergency cases when a regular employee is not available or when temporary assistance is required.

20.11 Roster of Supervisors. The Company will furnish the Union with a roster of its

supervisors.

20.12 Working More Than One Classification. Employees performing yard and warehouse work, not occupied in the classification to which assigned, may work in another classification on a spot basis, provided the percentage of work performed in the other classification does not exceed 40% of the shift time. In any event, the employee will be paid the higher of the rates for the entire shift.

20.13 Subcontracting. Crane mechanics will perform all crane maintenance, service, and repairs and emergency repairs on all other Company equipment on the dock. The Company retains the right to subcontract all other maintenance, service, and repair work but will not subcontract cleanup work related to the movement of cargo to and from vessels, warehouse and yard. The Union recognizes the right of salt companies to contract for tarping and retarping their salt piles.

21. SAFETY

21.1 Unsafe Conditions. The Company agrees, as a condition of employment, to comply with the "Safety and Health Regulations" governing longshoring work and conditions which are promulgated by the U.S. Department of Labor as well as with other federal, state and local laws, ordinances and regulations. When unsafe conditions exist or develop, the Company shall promptly correct or eliminate them.

21.2 Safety Meetings: The Company will conduct safety meetings during normal working hours as defined in the Company's Safety Program.

22. WORKING CONDITIONS AND MISCELLANEOUS

22.1 Moving Vessels - Switching Cars. Employees shall not be laid off while vessels are moved at docks or railroad cars are switching.

22.2 Refrigerator Cargo. When the Company has knowledge that refrigerator cargo is to be worked, employees called for such work shall be so notified on the preceding day.

22.3 Dock Steward. When thirty-five (35) or less individuals are employed by the Company, the Dock Steward shall be deemed a part of the work force and shall perform such bargaining unit work as may be required by the Company for which he is qualified. When more than thirty-five (35) individuals are hired by the Company, the Dock Steward shall be hired as a relief person and shall perform such relief work as may be required by the Company. Employees called for lines only shall not be considered in determining the number of employees in the work force for that day. The Dock Steward shall have super-seniority and shall be the first person hired and the last person terminated. In the assignment of work when 35 or fewer persons are hired or when only skilled employees are hired the steward will be assigned to any job for which qualified. In the assignment of 35 or fewer men, the following procedure will apply:

1. When only field and warehouse work will be performed that day.

- A. When only skilled employees are hired the steward will be assigned to any job for which qualified.

B. When all skilled employees and up to and including seven regular employees are hired the steward will be assigned work as an extra man in addition to minimum crew sizes set forth for yard and field work Article 12.

C. When all skilled employees and over seven regular employees are hired, the steward will be assigned to any job for which qualified

2. When ship work will be performed, the steward will not be assigned to any of the minimum gang positions, but will be assigned to either a position of supplementing the shipwork gang or to the field and warehouse.

The Company recognizes that the steward shall be allowed a reasonable amount of time to investigate alleged contract violations, process grievances and attend arbitration hearings without loss of pay. The Union and the Company agree that the Dock Steward will be paid for all shape ups, including, but not limited to, the 7:30 a.m. shape up.

22.4 Roster of Union Members. The Union shall furnish the Company with a roster of all of its members and, when available, their addresses and phone numbers.

22.5 Injured Employee. An employee who is injured on the job shall be paid for the hours he would have worked on that day had he not been injured; and to the extent that the injury prevented him from working as determined by a physician or other medical personnel furnished by the Company, a replacement shall be hired promptly for an injured employee.

22.6 Payroll printout. The Company agrees to provide bargaining unit employees with a weekly detailed payroll printout that shows the hours worked in each classification for that particular employee.

22.7 Crane Operator. The Company agrees that all crane operators shall receive the crane operator rate of pay for all hours worked regardless of whether they operating a crane or not.

22.8 The Company will allow bargaining unit members to recoup zinc and aluminum with the understanding that the Company may choose to move such cargo unbundled when business activity calls for such action. The Company shall be the sole factor in making such decisions.

22.9 The Company reserves the right to man their operations as they see fit.

22.10 Family and Medical Leave Act. The Company agrees to allow employees to utilize the provisions of the Family and Medical Leave Act. Any employee who uses such leave will not be penalized regarding seniority status. The Company will abide by the provisions of the Family and Medical Leave Act. Employees on leave pursuant to the Family and Medical Leave Act shall be credited with hours they would have worked for purposes of seniority only as set forth in Article 6.

22.11 Payday. Employees shall be paid once per week no later than noon on Friday. This will apply for all employees, bargaining unit and non-bargaining unit employees.

22.12 The Company will pay the Union President one-half (1/2) hour pay for services rendered during shape up.

23. GRIEVANCES

23.1 Purpose. The Union and the members of the collective bargaining unit agree that the grievance and arbitration procedures provided herein are adequate to provide a fair and final determination of all employee and Union grievances which may arise during the term of this Agreement and that such procedures shall be the exclusive remedy for the enforcement by them of this Agreement.

23.2 Grievance Defined. A grievance is a complaint, dispute or controversy in which an employee of the Union claims that the Company has failed to carry out a provision of this Agreement and which involves a question concerning the effect, interpretation, application or claim of breach or violation of this Agreement.

23.3 Procedure. All grievances must be raised within three (3) calendar days of the occurrence of the event giving rise to the grievance. Grievances which are not raised within this time frame shall be deemed to have been waived and shall be barred from being processed. It is imperative that all steps of the procedures set forth herein be followed in raising and processing grievances. Grievances which are not raised in accordance with this procedure may not be processed until such time as they are properly raised and, if not properly raised within the mandatory time frame set forth herein, shall become time barred and shall not be considered.

When a grievance arises, the employees will continue to work and such grievance shall be processed in the following manner.

STEP ONE: An employee who believes he has a grievance shall discuss the grievance with his foreman within three (3) calendar days of its occurrence or knowledge of its occurrence. The employee shall have the dock steward present at the time the grievance is discussed with the foreman. In the event the matter cannot be satisfactorily adjusted within forty-eight (48) hours after the discussion with the foreman, it goes to --

STEP TWO: The grievance shall be reduced to writing and turned into the Company within three (3) work days after the conclusion of Step One. The grievance shall set forth the facts regarding the alleged grievance and shall be signed by the aggrieved employee or the dock steward. The Company shall provide a written answer within five (5) work days after receipt of the grievance. If a satisfactory adjustment is not reached, it goes to --

STEP THREE: The Union shall request a meeting within five (5) work days after receiving the Company's Step Two written answer. This meeting shall be held within fourteen (14) days after the request. The Company shall have five (5) work days after the meeting to provide a written answer. If a satisfactory adjustment is not reached, it goes to --

STEP FOUR: The Union may request arbitration pursuant to Article 24 of the Collective

Bargaining Agreement.

23.4 Settlements--Interpretations. The disposition of any grievance at any step of the Grievance Procedure, or at any time prior to actual receipt of the decision of an arbitrator, by agreement between the Company and the Union, shall be final and binding upon any person involved or affected thereby. Any interpretation of this Agreement agreed upon by the Company and the Union shall be final and binding upon all employees and upon any person affected thereby.

23.5 Company Grievances. The Company may present a grievance. Such grievances may be presented orally or in writing to the Dock Steward or to the President of the Union and the Union shall give a written answer thereto within three (3) days after presentation thereof. In the event the answer is unsatisfactory or if no answer is timely received, the Company may refer the grievance to arbitration by written notice of appeal to the Union.

23.6 Computing Time Limitations. Saturdays, Sundays and holidays shall be included in the computation of time limitations wherever they appear in this Agreement. In applying time limitations the date of the occurrence of an event, after which the designated period of time begins to run, is not to be included.

24. ARBITRATION

24.1 Submission. Any employee grievance processed through Step Three of the Grievance Procedure and any Company grievance which has not been satisfactorily settled, may be appealed to arbitration by either party by serving a written notice of appeal to the arbitration upon the other party within twenty-one (21) days after receipt of the Company's answer in Step Three or the Union's answer to a Company grievance.

24.2 Selection of Arbitrator. Within five (5) days after receipt of notice to arbitrate, if the parties have not agreed upon an arbitrator, the parties shall jointly request the Federal Mediation and Conciliation Service to provide a list of seven (7) impartial arbitrators to each party. Within five (5) days after receipt of the list of names, the parties shall meet to select an arbitrator. The parties shall alternate in being first to strike a name from such list and shall then alternate in striking names until one (1) name remains. The person remaining on said list shall serve as arbitrator.

24.3 Effect of Decision. The decision of the arbitrator shall be final and binding on the Company, the Union, the employees covered by this Agreement, and upon any person involved or affected thereby.

24.4 Arbitration Fees and Expenses. All legitimate fees and expenses of the impartial arbitrator for hearing the case before him shall be shared equally by the Company and the Union. The party ordering a reporter, stenographic record and any other special services not required by the impartial arbitrator shall be solely responsible for their payment.

24.5 Jurisdiction of Arbitrator. No arbitrator shall have jurisdiction to add to, subtract from, change, alter or modify any of the terms of this Agreement, nor shall he have jurisdiction to arbitrate

any question involving a change in wage rates, unless specifically set forth herein. His jurisdiction shall be limited to the interpretation of the provisions of this Agreement as applied to the facts. The arbitrator shall require strict compliance with the procedural requirements of the Grievance Procedure.

24.6 Hearings and Evidence. The arbitrators shall afford the Company and the Union a reasonable opportunity to present evidence and to be heard in support of their respective positions. The arbitrators shall hear all the testimony presented or offered by the parties before closing the case and reaching a decision. The parties request that arbitrators appointed hereunder issue their decision and award not later than thirty (30) days after the close of the hearing or the receipt of briefs, whichever is the later.

25. MISCELLANEOUS WORK RULES

The rules set forth in the attached Exhibit C have been adopted by the Company and the Union and are in addition to the specific provisions governing work which are set forth in this Agreement. These work rules are not intended to be all inclusive. Each employee is expected to exercise good judgment and common sense in discharging his duties. Both the Union and the Company have the right to discipline employees, subject to the Union Constitution and By-Laws and the Grievance Procedure of this Agreement, whether or not a specified work rule has been violated.

26. BEREAVEMENT LEAVE

An employee shall be entitled to a three (3) day leave of absence without pay where the employee has had a death in his or her immediate family. For purposes of this section, immediate family shall be defined as parents, brothers, sisters, spouse, children, grandparents, father-in-law, mother-in-law, uncles and aunts. During the leave of absence, the employee shall not lose seniority as set forth in Section 6.1. An employee must present adequate evidence to the Company of a death in the immediate family in order to obtain the benefits of this section. The leave provided for in this section is applicable only when an employee's personal circumstances are so warranted. Such an approval will not be unreasonably withheld by the Company.

27. JURY DUTY LEAVE

An employee shall be entitled to a leave of absence without pay for the length of any required service on a jury. During this leave of absence, the employee will not lose seniority, and shall be credited with seniority as set forth in Section 6.1. An employee must present adequate evidence to the Company of the required jury service in order to obtain the benefits of this section.

28. TRAINING PROGRAM

The Company will man the crane operator's position as work opportunities warrant both in terms of seniority and in terms of work availability. When such conditions warrant, a crane operator trainee will be placed in the crane along with the crane operator for purposes of training. The rate of pay for crane operator trainees who begin training after January 1, 1996 shall be as follows:

0 - 250 hours documented experience	\$17.85
251 - 500 hours documented experience	\$18.00
501 +hours documented experience	\$19.25

Such crane operator trainee will then serve an additional probationary status of five hundred hours. At any time during or after training for a position the employee refuses to work the position for which trained all applicable training hours will be revoked from the seniority calculation and seniority list will be revised accordingly.

The Company and the Union will verify both hours worked and the skill level achieved necessary to receive the next level of pay.

The Company shall provide reasonable training opportunities for employees in all classifications. In this regard, the Company shall implement a training program for each classification within one hundred eighty days of the effective date of this Agreement. Further, the Company will allow bargaining unit employees to train with equipment during off hours under the following conditions:

1. The employee provides reasonable notice to the Company of at least forty-eight hours;
2. The employee shall not be paid for such "off hours" training;
3. The Company has equipment available for such off hours training that will not impede with the regular operational maintenance schedules of the equipment;
4. The Company will establish the times of year, days of the week and times of the day when training may be conducted;
5. Hours spent training during "off hours" will not count towards seniority;
6. The Company will not be required to provide paid supervision during off hours training.

The Company may schedule additional training sessions with outside suppliers. Employees who require such training, for example, by bidding for a new position, will attend these additional training sessions a pay rate of (\$16.00) per hour. No employee would be required to attend such sessions more than two times per calendar year. The Company will pay the cost of the training session. Employees who miss work by attending one of these training sessions will receive their normal work rate of pay.

29. A masculine, feminine or neuter pronoun in this Agreement shall include either gender, and the term "men" and "man" in this Agreement shall include the feminine gender.

30. LENGTH OF CONTRACT

This agreement shall commence as of January 1, 2006. It shall continue in effect until 12:00 Midnight on the 31st day of December, 2010. Thereafter, it shall renew itself for yearly periods unless written notice of intent to terminate, modify, change, or amend the Agreement is received by either party from the other party not less than sixty (60) days but not more than ninety (90) days prior to December 31, 2010, or any extended expiration date. If the parties have not agreed with respect to any matter in dispute by 12:00 Midnight on December 31, 2010, or by 12:00 Midnight on any extended expiration date, either party may thereafter resort to strike or lockout, as the case may be.

IN WITNESS WHEREOF, the parties here set their hands at
_____, Ohio, on the date first above written.

Midwest Terminals of Toledo International

By: _____
President

INTERNATIONAL LONGSHOREMEN'S
ASSOCIATION, LOCAL 1982, AFL-CIO

By: _____
President

And By: _____

70. LENGTH OF CONTRACT

This agreement shall commence as of January 1, 2006. It shall continue in effect until 12:00 Midnight on the 31st day of December, 2010. Thereafter, it shall renew itself for yearly periods unless written notice of intent to terminate, modify, change, or amend the Agreement is received by either party from the other party not less than sixty (60) days but not more than ninety (90) days prior to December 31, 2010, or any extended expiration date. If the parties have not agreed with respect to any matter in dispute by 12:00 Midnight on December 31, 2010, or by 12:00 Midnight on any extended expiration date, either party may thereafter resort to strike or lockout, as the case may be.

IN WITNESS WHEREOF, the parties here set their hands at
June 20, 2006, Ohio, on the date first above written

Toledo Ohio
Midwest Terminals of Toledo International

By: [Signature]
President

INTERNATIONAL LONGSHOREMEN'S
ASSOCIATION, LOCAL 1982, AFL-CIO

By: [Signature]
President

And By: _____

Exhibit C
Work Rules (2/23/06)

1. Safety

- a. All employees must wear safety helmets while performing work on ships and/or designated areas. Reflective vest must be worn at all times.

1. Safety
 - a. All employees must wear safety helmets while performing work on ships and/or designated areas. Reflective vest must be worn at all times.
 - b. Employees will not be allowed to work more than 12 hours per day unless the Company determines that it is necessary; however, qualified and capable skilled employees will be allowed to work up to 18 continuous hours (including meal periods) with 6 hour minimum rest period prior to returning to work.
 - c. No horseplay or other unsafe acts will be permitted or tolerated
 - d. Employees must be awake and alert at all times. Sleeping will not be tolerated.
2. Work Clothes
 - a. Employees shall be properly dressed and available for work at the starting time of their shift. Proper dress includes full length trousers, hard soled shoes and gloves. During inclement weather, employees will be dressed with foul-weather or warm gear prior to the starting time of their shift and will leave for their work station at the starting time of their shift. Employees will select appropriate clothes for their work assignments so they will be prepared to work a 4 hour period without leaving the work station.
3. Accidents
 - a. All accidents involving personal injury must be reported to the Supervisor immediately by the employee (s) causing or involved in the accident. An accident/injury report shall be prepared by the employee(s) ASAP or at least prior to leaving the shift that day.
 - b. Employees are to report all mishaps, damage or unusual incidents or conditions with respect to the dock area, vessels, cargo, gear or equipment to their Supervisor immediately. An accident report shall be prepared by the employee(s) ASAP or at least prior to leaving the shift that day.
4. All individuals who seek employment, including all employees with seniority, must personally sign the Sign - In Sheet in the Shape up area upon arrival at the Terminal each day. Individuals who sign in but do not present themselves for hire will be subject to disciplinary action. Individuals seeking employment must possess a valid photo identification, and either a social security card, or birth certificate.
5. Temporary Work Interruptions
 - a. During temporary work interruptions occurring during work periods, employees must remain in the vicinity of the job or, with supervisory approval, at a designated area within the Terminal.
6. Relief
 - a. If an employee must leave the job area for relief purposes, such employee shall notify supervisor and not be absent from the job longer than ten minutes, including travel time.
7. Employees that leave work early or take unauthorized breaks will be docked time.
8. Access to Vessels
 - a. Employees are strictly forbidden at any time to be in a hatch or any location on a vessel where work is not being performed unless so directed by a supervisor.
9. Equipment Operator Duties
 - a. Employees who are classified as equipment operators shall be responsible for fueling equipment assigned to them during their shift.
 - b. No one shall operate any mechanical equipment of any type unless qualified by classification or authorized to do so by a Supervisor. Any individual who operates power equipment during any work day must complete and turn in an equipment inspection form at the completion of the operation. This form indicates the safe condition and mechanical adequacy of the equipment. Failure to properly complete this form in a timely fashion will result in disciplinary action. Unsafe equipment will be removed from service until repaired.
10. Smoking
 - a. Posted no smoking areas shall be observed by employees at all times.
11. Telephone use
 - a. Personal phone calls shall be made on pay phones only during off-duty time. Only emergency incoming calls will be accepted for an employee by the office personnel.

12. No radios, cell phones, misc. materials

- a. Employees shall not carry and/or operate radios, tape recorders, televisions, cell phones, pagers, other distracting devices, or read while working.

13. Illegal Activities

- a. Usage or possession of alcohol or drugs is not permitted.
- b. Possession or display of pornographic material is not allowed.
- c. Sexual harassment will not be tolerated.
- d. Weapons and firearms are not permitted.
- e. Physical or Verbal threat will not be tolerated.
- f. Such illegal activities will be reported to the local authorities.

14. Physical Examinations

- a. All employees must be physically and mentally capable of performing work assignments for which they are qualified. The Company reserves the right to require an employee, working on the premises, to take a physical or mental examination, at Company expense, to determine the employee's fitness to perform the work. If the physical examination indicates the employee is not fit to perform the work, the employee shall be bound by this conclusion or may submit to a second physical examination at his expense. In the event the second examination results in a contrary medical opinion, the employee shall submit to a third physical examination, by a physician mutually selected by the physician of the company and the physician for the individual. The expenses of such physical shall be split between the two parties and the parties shall be bound by the results of this third physical examination regarding the employee's capability of performing the work.

15. Medical Examinations

- a. Employees must be able to perform the essential function of jobs for which they claim qualification. The Company reserves the right to require an employee to take a medical examination at Company expense to determine if the employee is able to perform the essential functions of the job, with or without accommodations. If the medical examination indicates the employee is unable to perform the essential functions of the job the employee shall be bound by this conclusion or in the alternative, may submit to a second medical examination at his/her expense. In the event the second medical examination results in a contrary medical opinion, the employee shall submit to a third medical examination by a physician selected by the two physicians who already examined the employee. The expense of this third medical examination shall be split evenly between the company and the employee. The results of this third medical examination shall be binding upon both the Company and the employee.

16. Visitors

- a. No employee may bring or allow visitors on Company property without prior written approval of a Company representative. Authorized representatives of the Union shall be granted access to the Company's property during normal working hours for legitimate Union business reasons, with Company approval, provided they comply with the Companies safety security and other requirements

17. Pay Procedure

- a. There will be a one week holdback in pay. Paychecks shall be available at the employees work locations at the completion of the day shift each Friday, following the defined work week. The Company will distribute paychecks from 7:45AM - 8:15 AM only on Fridays at the Guard Shack. After this time checks will be mailed.

18. Housekeeping

- a. Employees shall assist in keeping designated areas clean and neat by disposal of personal refuse in trash receptacles provided for that purpose and shall be responsible for the cleanliness of their assigned lockers.

UNION EXHIBIT 3

Principal:

Ronald L. Mason 614 734 9454



Shareholder:

Aaron T. Tulencik 614 734 9442

January 3, 2018

**SENT VIA FAX 989-423-0036 and
EMAIL acdvp@weyockey.com-email**

Mr. William E. Yockey, ILA, VP
Trustee, ILA Local No. 1982
International Longshoremen's Assn.
106 W. Lewis Street
Alpena, MI 49707

Re: Withdrawal of Recognition of Local 1982,
International Longshoremen's Assn.

Dear Mr. Yockey:

This letter is to advise you that my client received a written petition, signed by a majority of the employees of the bargaining unit, that they no longer desire union representation. My client compared the signatures on the petition to Company personnel files and determined that all the signatures are genuine. Therefore, it is clear that your Union no longer represents a majority of the employees at Midwest Terminals of Toledo International, Inc.

As you know, it is an unfair labor practice under Section 8(a)(2) of the National Labor Relations Act for a Company to recognize any union that only represents a minority of the bargaining unit employees. Accordingly, I am hereby giving you notice that effective immediately we have withdrawn recognition from your Union.

The collective bargaining agreement expired years ago and those terms and conditions are now no longer in effect. Further, my client no longer has an obligation to bargain with your Union over any changes to the terms and conditions of employment. Effective immediately, this relationship with your Union is now terminated.

Very truly yours,

Ronald L. Mason

Ronald L. Mason

Cc: Midwest Terminals of Toledo International, Inc.

UNION EXHIBIT 4

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

FORM EXEMPT UNDER 44 U.S.C. 3512

DO NOT WRITE IN THIS SPACE

Case

Date Filed

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer

Midwest Terminals of Toledo International, Inc.

b. Tel. No. (419) 698-8171

c. Cell No.

f. Fax No.

d. Address (Street, city, state, and ZIP code)

383 West Dussel Drive
Maumee, Ohio 43537

e. Employer Representative

Fred Deichert

g. e-Mail

fred@midwestterminals.com

h. Number of workers employed
Approximately 50

i. Type of Establishment (factory, mine, wholesaler, etc.)

Dock

j. Identify principal product or service

Transportation

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) 8(a)(5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

Today, based solely on signatures on a decertification petition, the Employer has allegedly unilaterally withdrawn recognition of the Union, even though the Employer has engaged in unfair labor practices to undercut union support (see attached). By these acts and conduct, the Employer, by and through its officers, agents, and representatives has interfered with, restrained, and coerced, and is interfering with, restraining, and coercing its employees in the exercise of their rights to self-organization, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any or all such activities, which rights are guaranteed in Section 7 of the Act, in violation of Sections 8(a)(1) and/or 8(a)(5). As such violations pose a real danger of creating industrial unrest and/or of undermining employee support for the union, International Longshoremen's Association, Local 1982 requests relief under Section 10(j) of the Act.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

International Longshoremen's Association, Local 1982

4a. Address (Street and number, city, state, and ZIP code)

2300 Ashland Avenue, Suite 225
Toledo, OH 43620

4b. Tel. No. (216) 210-2798

4c. Cell No. (216) 210-2798

4d. Fax No. (989) 423-0036

4e. e-Mail

acdvp@weyockey.com

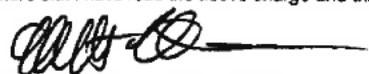
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

International Longshoremen's Association

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By



Matthew T. Hurm, Esq.

(Signature of representative or person making charge)

(Print type name and title or office, if any)

Tel. No. (216) 781-3600

Office, if any, Cell No.

Fax No. (216) 781-8839

e-Mail

hurmf@fhplaw.com

Address 20445 Emerald Parkway Dr., Suite 210, Cleveland, OH 44135

01/03/2018

(date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

UNION EXHIBIT 5



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
REGION 8
1240 E 9TH ST
STE 1695
CLEVELAND, OH 44199-2086

Agency Website: www.nlrb.gov
Telephone: (216)522-3715
Fax: (216)522-2418

November 18, 2019

Joseph D. Mando, Esq.
Faulkner, Hoffman & Phillips, LLC
One International Place
20445 Emerald Pky. Dr., Ste. 210
Cleveland, OH 44135

Matthew T Hurm, Esq.
20445 Emerald Pkwy Ste 210
Cleveland, OH 44135-6029

Re: Midwest Terminals of Toledo International,
Inc.
Case 08-CA-212483

Dear Mr. Mando, Mr. Hurm:

We have carefully investigated and considered your charge that MIDWEST TERMINAL OF TOLEDO INTERNATIONAL, INC. has violated the National Labor Relations Act.

Decision to Dismiss: Based on that investigation, I have decided to dismiss your charge for the reasons discussed below.

Your charge, filed on January 4, 2018 alleges that Midwest Terminals of Toledo International, Inc. (Employer) violated Section 8(a)(1) and (5) of the Act by withdrawing recognition from the Union.

Due to the Employer's practice of hiring employees on an as-needed basis, the issue of how to determine which employees constituted the bargaining unit at the time of the Employer's withdrawal of recognition was submitted to the Division of Advice. The Division of Advice instructed the Region to apply a modified version of the formula set forth in Davison-Paxon Co.¹ Application of the formula revealed that a majority of employees in the unit signed the disaffection petition leading to the Employer's withdrawal of recognition.

Having established that a majority of employees signed the petition, the Region next considered whether the Employer's unremedied unfair labor practices tainted the reliability of the disaffection petition pursuant to the test set forth in Master Slack, 271 NLRB 78 (1984). The Region recognized that the Employer's failure to comply with several Board Orders left substantial unfair labor practices unremedied at the time of the Employer's withdrawal of recognition. These unfair labor practices included, but were not limited to, the termination of the Local Union President, cessation of dues check-off, cessation of informal crane training, changes to the way aluminum was loaded, and changes to the way employees were placed on the skilled list. In addition, the Region recently made a merit determination in Case 08-CA-204544 that the

¹¹ Davison-Paxon Co., 185 NLRB 21 (1970)

Employer, in the months preceding the withdrawal of recognition, engaged in direct dealing and made unilateral changes to employees' working conditions concerning aluminum work.

While the Region considered that the Employer's unremedied unfair labor practices reasonably could cause the employees' disaffection with the Union, the investigation revealed that the employee disaffection was directly caused by other factors. The evidence supported that the loss of employee support was caused by the Union's discriminatory conduct towards certain members of the bargaining unit, including the Union's refusal to allow certain employees to become members of the Union, the Union's attempt to collect dues from these same employees, its threats to have them terminated if they did not pay, and the Union's denial of line work to certain employees. The Union's actions were the subject of numerous unfair labor practice charges, which resulted in the issuance of two consolidated complaints. Those allegations remained unremedied at the time of the Employer's withdrawal of recognition.

The investigation also revealed that the Union's decision to picket at the facility led to employees signing the disaffection petition. While the picketing was found to be lawful by the Regional Director and the Office of Appeals, the investigation revealed that it caused resentment towards the Union among many bargaining unit employees.

While the Board does not consider the subjective mindset of the employees who sign decertification petitions, it must consider direct evidence that employees disaffection was caused by factors other than an employer's unfair labor practices. Here, the evidence revealed that employee disaffection with the Union arose independently from the Employer's unfair labor practices. Thus, a causal connection between the Employer's actions and the employees' loss of support for the Union could not be established.

Due to the above reasons, I am declining to issue complaint in this matter.

Your Right to Appeal: You may appeal my decision to the General Counsel of the National Labor Relations Board, through the Office of Appeals.

Means of Filing: An appeal may be filed electronically, by mail, by delivery service, or hand-delivered. To file electronically using the Agency's e-filing system, go to our website at www.nlrb.gov and:

- 1) Click on E-File Documents;
- 2) Enter the NLRB Case Number; and,
- 3) Follow the detailed instructions.

Electronic filing is preferred, but you also may use the enclosed Appeal Form, which is also available at www.nlrb.gov. You are encouraged to also submit a complete statement of the facts and reasons why you believe my decision was incorrect. To file an appeal by mail or delivery service, address the appeal to the **General Counsel at the National Labor Relations Board, Attn: Office of Appeals, 1015 Half Street SE, Washington, DC 20570-0001**. Unless filed electronically, a copy of the appeal should also be sent to me.

The appeal MAY NOT be filed by fax or email. The Office of Appeals will not process faxed or emailed appeals.

Appeal Due Date: The appeal is due on **December 2, 2019**. If the appeal is filed electronically, the transmission of the entire document through the Agency's website must be completed **no later than 11:59 p.m. Eastern Time** on the due date. If filing by mail or by delivery service an appeal will be found to be timely filed if it is postmarked or given to a delivery service no later than December 1, 2019. **If an appeal is postmarked or given to a delivery service on the due date, it will be rejected as untimely.** If hand delivered, an appeal must be received by the General Counsel in Washington D.C. by 5:00 p.m. Eastern Time on the appeal due date. If an appeal is not submitted in accordance with this paragraph, it will be rejected.

Extension of Time to File Appeal: The General Counsel may allow additional time to file the appeal if the Charging Party provides a good reason for doing so and the request for an extension of time is **received on or before December 2, 2019**. The request may be filed electronically through the **E-File Documents** link on our website www.nlr.gov, by fax to (202)273-4283, by mail, or by delivery service. The General Counsel will not consider any request for an extension of time to file an appeal received after December 2, 2019, **even if it is postmarked or given to the delivery service before the due date**. Unless filed electronically, a copy of the extension of time should also be sent to me.

Confidentiality: We will not honor any claim of confidentiality or privilege or any limitations on our use of appeal statements or supporting evidence beyond those prescribed by the Federal Records Act and the Freedom of Information Act (FOIA). Thus, we may disclose an appeal statement to a party upon request during the processing of the appeal. If the appeal is successful, any statement or material submitted with the appeal may be introduced as evidence at a hearing before an administrative law judge. Because the Federal Records Act requires us to keep copies of case handling documents for some years after a case closes, we may be required by the FOIA to disclose those documents absent an applicable exemption such as those that protect confidential sources, commercial/financial information, or personal privacy interests.

Very truly yours,



IVA Y. CHOE
Acting Regional Director

IYC:cj

Enclosure

cc: Ronald L. Mason, Attorney
Mason Law Firm Co., L.P.A.
PO Box 398
Dublin, OH 43017-0398

Midwest Terminals of Toledo International, - 4 - November 18, 2019
Inc.
Case 08-CA-212483

Aaron T. Tulencik, Esq.
Mason Law Firm Co., L.P.A.
PO Box 398
Dublin, OH 43017-0398

Fred Deichert
Midwest Terminal of Toledo
International, Inc.
383 W Dussel Dr
Maumee, OH 43537-1677

William E. Yockey, International Rep.
International Longshoremen's
Association, Local #1982
2300 Ashland Ave, Ste 225
Toledo, OH 43620-1280



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
OFFICE OF THE GENERAL COUNSEL
Washington, DC 20570

February 7, 2020

JOSEPH D. MANDO, ESQ.
JONAH D. GRABELSKY, ESQ.
MATTHEW T. HURM, ESQ.
FAULKNER, HOFFMAN & PHILLIPS, LLC
ONE INTERNATIONAL PL
20445 EMERALD PKWY DR STE 210
CLEVELAND, OH 44135

Re: Midwest Terminals of Toledo International,
Inc.
Case 08-CA-212483

Gentlemen:

We have carefully considered your appeal from the Acting Regional Director's refusal to issue complaint. Your appeal is denied.

On appeal, you argue that the Acting Regional Director erred in concluding that the Employer lawfully withdrew recognition from the Union as the collective-bargaining representative of the bargaining unit employees. In particular, you asserted that the Acting Regional Director failed to perform a *Master Slack*, 271 NLRB 78 (1984) analysis to determine if unit employees' disaffection with the Union was caused by the Employer's unfair labor practices and delayed resolution of those unfair labor practices. You contend that the timing, nature, tendency, and effect of the unfair labor practices support a finding that the Employer's unfair labor practices caused the employee disaffection. You also advanced that the Acting Regional Director erred by concluding that employee disaffection was caused by the Union's conduct as other intervening events.

Contrary to your appeal, the Regional Office performed a *Master Slack* analysis and fully weighed the timing, nature, tendency, and effect of the Employer's unfair labor practices, both those subject to Board orders and those before the Regional Office deemed to have arguable administrative merit. The Regional Office also properly considered the Union's own actions and conduct against the Employer and employees in the course of these events, including unfair labor practices filed against the Union and found to have arguable administrative merit by the Regional Office. After full consideration, the Regional Office correctly concluded that employee disaffection could not be attributed to the Employer's unfair labor practices but arose independently.

Accordingly, your appeal is denied.

Sincerely,

Peter Barr Robb
General Counsel



By:

Mark E. Arbesfeld, Director
Office of Appeals

cc: NORA F. MCGINLEY
ACTING REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS
BOARD
1240 E 9TH ST, STE 1695
CLEVELAND, OH 44199-2086

RONALD L. MASON, ESQ.
MASON LAW FIRM CO., L.P.A.
PO BOX 398
DUBLIN, OH 43017-0398

WILLIAM E. YOCKEY
INTERNATIONAL REP.
INTERNATIONAL LONGSHOREMEN'S
ASSOCIATION, LOCAL #1982
2300 ASHLAND AVE STE 225
TOLEDO, OH 43620-1280

FRED DEICHERT
MIDWEST TERMINAL OF TOLEDO
INTERNATIONAL, INC.
383 W DUSSEL DR
MAUMEE, OH 43537-1677

AARON T. TULENCIK, ESQ.
MASON LAW FIRM CO., L.P.A.
PO BOX 398
DUBLIN, OH 43017-0398